



Islamorada, Village of Islands

REGULAR VILLAGE COUNCIL MEETING

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

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

AGENDA

- I. CALL TO ORDER / ROLL CALL**
- II. PLEDGE OF ALLEGIANCE**
- III. AGENDA: Requests for Deletion / Emergency Additions**
- IV. REPORTS, PRESENTATIONS AND ANNOUNCEMENTS**
 - A. FCAA Update on the Plantation Key Transmission Main Replacement Project - Project Manager Aaron Cutler
 - B. Village Staff Service Awards — Presented by Human Resources - Lindsay Babino
- V. 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.)
- VI. CITIZENS' ADVISORY COMMITTEE REPORTS & APPOINTMENTS**
 - A. Parks & Recreation Citizens' Advisory Committee Report - Chair Carolyn Wightman
 - B. Near Shore Water Regulations Citizens' Advisory Committee Report - Chair Dianne Harbaugh
- VII. MAYOR / COUNCIL COMMUNICATIONS**
- VIII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS**
 - A. Emily Rother, Cultural Arts Coordinator Introduction
 - B. Preliminary Baseball Field Design Plan **TAB 1**
- IX. CONSENT AGENDA**
 - A. October 7, 2025 Regular Village Council Meeting Minutes **TAB 2**

- B. Resolution Approving an Agreement with Adventure Environmental, Inc. for Professional Services for Repair and Maintenance at the Canal 114 Infiltration Well Site **TAB 3** Peter Frezza, Environmental Resources Manager

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AN AGREEMENT WITH ADVENTURE ENVIRONMENTAL INC. FOR PROFESSIONAL SERVICES FOR REPAIR AND MAINTENANCE AT THE CANAL 114 INFILTRATION WELL SITE; 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 PROJECT AGREEMENT; AUTHORIZING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

- C. Resolution Approving a Maintenance Memorandum of Agreement with the Florida Department of Transportation for the Lower Matecumbe Canals Culvert Project **TAB 4** Peter Frezza, Environmental Resources Manager

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING MEMORANDUM OF AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION WITH RESPECT TO A CULVERT PIPE BENEATH THE OVERSEAS HIGHWAY AND ASSOCIATED MAINTENANCE; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE MEMORANDUM OF AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE MEMORANDUM OF AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

- D. Resolution Approving the 2025 Update of the Local Mitigation Strategy **TAB 5** Alyssa Panzer, Grants and Environmental Coordinator

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ADOPTING THE 2025 UPDATE TO THE LOCAL MITIGATION STRATEGY AS REQUIRED BY STATE AND FEDERAL REGULATIONS IN ORDER TO QUALIFY FOR CERTAIN MITIGATION GRANT FUNDING; AND PROVIDING FOR AN EFFECTIVE DATE

- E. Resolution Approving Fiscal Year 2025–2026 Expenditures from Commercial Energy Specialist, LLC. **TAB 6** Maria Bagiotti, Founders Park Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2025-2026 EXPENDITURES FROM COMMERCIAL ENERGY SPECIALISTS, LLC. TO PROVIDE AQUATIC FACILITY SUPPLIES AND SERVICES TO THE PARKS AND RECREATION

DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

- F. Acceptance of the Founders Park Master Plan as the Completed and Final Work Product Prepared by Miller Legg **TAB 7** Maria Bagiotti, Founders Park Director

ACCEPT THE FOUNDERS PARK MASTER PLAN AS THE COMPLETED AND FINAL WORK PRODUCT PREPARED BY THE MILLER LEGG FIRM

- G. Resolution Approving Annual Support Agreement with Star Controls, Inc. to Provide SCADA Support Services for FY 2025-2026 **TAB 8** A.J. Engelmeyer, Public Works Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING ANNUAL SUPPORT AGREEMENT BETWEEN STAR CONTROLS, INC., AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE SCADA WASTEWATER SUPPORT SERVICES AS NEEDED FOR FY 2025-2026; AUTHORIZING A TOTAL NOT-TO-EXCEED; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

X. **END OF CONSENT AGENDA**

XI. RESOLUTIONS

- A. Resolution Approving Work Authorization No. 7 with Avalon Gardens Inc. for Completion of a Planting Project **TAB 9** Peter Frezza, Environmental Resources Manager

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 7 WITH AVALON GARDENS, INC., FOR COMPLETION OF A PLANTING PROJECT ALONG VENETIAN BOULEVARD; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION NO. 7; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT FOR WORK AUTHORIZATION NO 7; AND PROVIDING FOR AN EFFECTIVE DATE

- B. Resolution Approving Purchase and Installation of Marina Wi-Fi System, Authorization of One-year Wi-Fi and Surveillance Camera Maintenance Contracts, Approval of Time-and-Materials Allocation **TAB 10** Vince Tarves, IT Director, Lisa Watts, Marina Manager

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE PURCHASE AND INSTALLATION OF A MARINA WI-FI SYSTEM FROM MONIFI TECHNOLOGY GROUP; AUTHORIZING ONE-YEAR SERVICE AND MAINTENANCE CONTRACTS FOR THE MARINA WI-FI SYSTEM AND VILLAGE SURVEILLANCE

CAMERAS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE NECESSARY DOCUMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; APPROVING THE WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

- C. Resolution Approving Email Archiving and Security Service, Authorization to Discontinue Current Vendor Due to Excessive Costs, Public Records Compliance Fees, and Data Retrieval Charges **TAB 11** Vince Tarves, IT Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A NEW EMAIL ARCHIVING AND SECURITY SERVICE; AUTHORIZING THE DISCONTINUATION OF THE CURRENT VENDOR DUE TO EXCESSIVE COSTS, PUBLIC RECORDS COMPLIANCE FEES, AND DATA RETRIEVAL CHARGES; WAIVING COMPETITIVE BIDDING REQUIREMENTS DUE TO THE SPECIALIZED NATURE OF THE SOLUTION; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

- D. Approval of Centennial Bank Line of Credit **TAB 12** Ron Saunders, Village Manager

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA ACCEPTING THE PROPOSAL OF CENTENNIAL BANK, FOR A REVOLVING LINE OF CREDIT IN AN AMOUNT NOT TO EXCEED \$20,000,000 FOR THE PURPOSE OF PROVIDING EMERGENCY FUNDS DURING A NATURAL DISASTER AND TO FINANCE EMERGENCY CAPITAL IMPROVEMENTS; AUTHORIZING SUCH LINE OF CREDIT; AUTHORIZING THE CITY MANAGER TO DRAW ON SUCH LINE OF CREDIT; AWARDED THE LINE OF CREDIT ON A NEGOTIATED BASIS; AND APPROVING EXECUTION AND DELIVERY OF A REVOLVING CREDIT AGREEMENT AND NOTE OR NOTES IN CONNECTION WITH ADVANCES MADE UNDER THE LINE OF CREDIT; AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH OTHER DOCUMENTS IN CONNECTION AS MAY BE NECESSARY IN CONNECTION WITH THE REVOLVING LINE OF CREDIT AND PROVIDING FOR AN EFFECTIVE DATE

- E. Resolution to Enter Agreement with Bishop, Rosasco, and Co. for Government Financial Consulting Services **TAB 13** Hatti Jenkins, Finance Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, PIGGYBACKING THE AGREEMENT BETWEEN THE CITY OF MARATHON, FLORIDA AND BISHOP, ROSASCO AND CO. FOR GOVERNMENT FINANCE CONSULTING SERVICES; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE ADDENDUM; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE

MANAGER TO EXECUTE THE ADDENDUM; PROVIDING FOR APPROVAL OF WAIVER OF COMPETITIVE BIDDING AND PROVIDING FOR AN EFFECTIVE DATE

- F. Resolution Approving FY 2024-2025 Year-End Budget Amendment **TAB 14** (Hatti Jenkins, Finance Director)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING THE VILLAGE'S ADOPTED BUDGET FOR FISCAL YEAR 2024-2025; AND PROVIDING AN EFFECTIVE DATE
- G. Resolution Approving the Piggyback Purchase of a 2026 Freightliner M2 Re-Mount of Type I Ambulance Utilizing Matheny Fire & Emergency **TAB 15** Terry Abel, Fire Chief
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, PIGGYBACKING THE FLORIDA SHERIFF'S ASSOCIATION/FLORIDA ASSOCIATION OF COUNTIES & FLORIDA FIRE CHIEFS' ASSOCIATION AUTOMOTIVE CONTRACT NO. FSA25-VEF19.0: FIRE RESCUE VEHICLES, BOATS & EQUIPMENT AND APPROVING THE PURCHASE OF A 2026 FREIGHTLINER M2 TYPE I AMBULANCE REMOUNT FROM MATHENY FIRE AND EMERGENCY, FOR THE VILLAGE FIRE RESCUE DEPARTMENT; DECLARING THE 2009 INTERNATIONAL RESCUE CHASSIS AS SURPLUS PROPERTY; DECLARING THE 2004 INTERNATIONAL RESCUE AS SURPLUS PROPERTY; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE NECESSARY DOCUMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE
- H. Resolution Approving Piggybacking Miami Beach Contract for the Purchase of a 2026 28' Contender Boat From Contender Boats **TAB 16** Terry Abel, Fire Chief
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE PURCHASE OF A 2026 28' CONTENDER FROM CONTENDER BOATS 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
- I. Resolution Approving Change Order for the Generator Storage Building Project **TAB 17** A.J. Engelmeyer, Public Works Director
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A PAYMENT TO CDWRE FOR THE GENERATOR STORAGE BUILDING PROJECT SUBJECT TO EXECUTION AND DELIVERY A RELEASE FROM CDWRE; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

- J. Resolution Approving Work Authorization No.1 Between Wade Trim, Inc. and the Village for FY 2025-2026 Services **TAB 18** A.J. Engelmeyer, Public Works Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 1 BETWEEN WADE TRIM, INC. AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE GENERAL ENGINEERING SERVICES AND WASTEWATER UTILITY-RELATED ENGINEERING SERVICES; 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 WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

XII. ORDINANCES

XIII. QUASI-JUDICIAL

XIV. MOTIONS

- A. Approval of 2026 Regular and Land Use Council Meetings Calendar **TAB 19** (Marne McGrath, Village Clerk)
Approve the 2025 Council Meeting Calendar

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 through Public Comment:

The public may provide public comment on items of a general nature or items specific to the agenda. Below are the guidelines for submitting public comments:

Option 1: Email your comments.

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

Option 2: Call in During the Meeting.

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

digits of your phone number. **Please be sure to unmute your phone when you are called upon.**

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

ADA Assistance:

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



Council Communication

To: Mayor and Village Council
From:
Date: November 10, 2025
SUBJECT: **FKAA Update on the Plantation Key Transmission Main Replacement Project - Project Manager Aaron Cutler**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From: Jamie Terry, Human Resources Director
Date: November 10, 2025
SUBJECT: **Village Staff Service Awards — Presented by Human Resources -
Lindsay Babino**

Background:

Analysis:

Village Employees with 5 Years of Service:

Evelyn Fraley

Paul Minning

Village Employees with 10 Years of Service:

Karla Vasquez

Alexander Estrada

Adrian Castellanos

Village Employees with 20 Years of Service:

Anne Onsgard

Ronald Jacobs

Village Employee with 25 years of Service:

Maria Bagiotti

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From:
Date: November 10, 2025
SUBJECT: Parks & Recreation Citizens' Advisory Committee Report - Chair
Carolyn Wightman

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From:
Date: November 10, 2025
SUBJECT: Emily Rother, Cultural Arts Coordinator Introduction

Background:

Analysis:

Budget Impact:

Staff Impact:

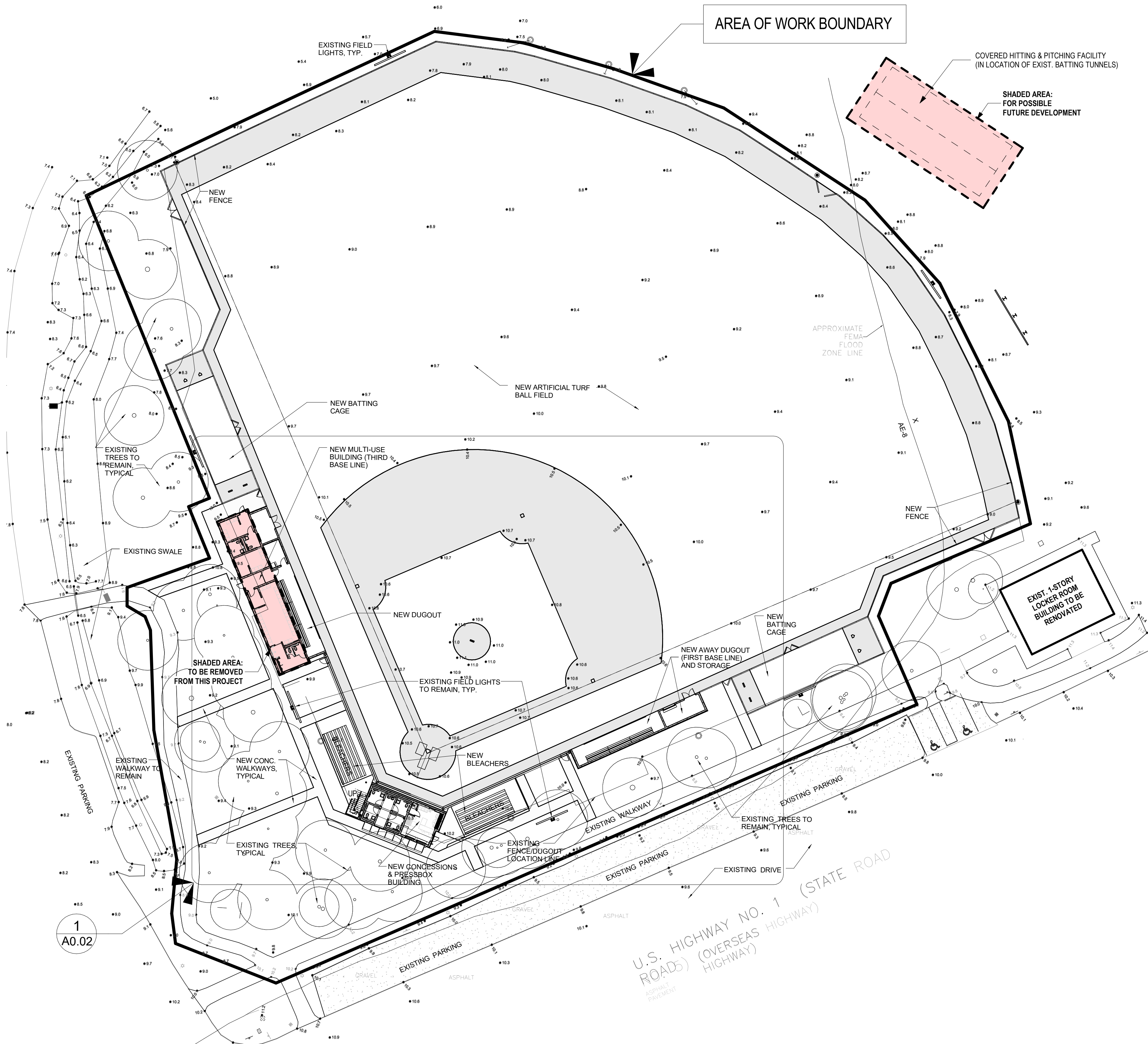
Recommendation:

Attachments: None



1
A0.01
1" = 30'-0"

FOUNDERS PARK BASEBALL FIELD - ARCHITECTURAL SITE PLAN



GENERAL CONSTRUCTION NOTES

- A. ALL DIMENSIONS THAT ARE +/- OR ± (PLUS OR MINUS) ARE TO BE DETERMINED EXACTLY BY FIELD MEASUREMENT.
- B. ALL DIMENSIONS AND EXISTING CONDITIONS SHALL BE VERIFIED IN THE FIELD BEFORE PROCEEDING WITH THE WORK. ARCHITECT SHALL BE NOTIFIED OF ANY DISCREPANCIES.
- C. ALL DIMENSIONS HAVE PREFERENCE OVER SCALE. DO NOT SCALE DRAWINGS.
- D. LARGE SCALE DETAILS, GOVERN OVER SMALL SCALE DETAILS.
- E. IF CONTRACTOR SHOULD DISCOVER ANY UNFORSEEN PROBLEMS DURING THE REMOVAL OF ANY EXISTING CONSTRUCTION OR THE CONSTRUCTION OF ANY NEW WORK, THE ARCHITECT SHOULD BE NOTIFIED IMMEDIATELY AND THAT PARTICULAR WORK SHOULD BE DISCONTINUED UNTIL NECESSARY REVISIONS CAN BE DECIDED UPON.
- F. ALL DOORS IN METAL STUD PARTITIONS TO BE LOCATED WITH OUTSIDE EDGE OF THE FRAME 4" FROM PERPENDICULAR WALL. ALL MASONRY OPENINGS CREATED FOR NEW DOORS TO BE LOCATED 8" FROM PERPENDICULAR WALL. TYPICAL UNLESS NOTED OTHERWISE.
- G. ALL INTERIOR WALLS GO TO ROOF DECK, UNLESS NOTED OTHERWISE.
- H. WHEN INFILLING AN OPENING WITHIN A MASONRY WALL, TOOTH-IN MASONRY TO MATCH EXISTING COURSING, UNLESS NOTED OTHERWISE.
- I. ALL INTERIOR DIMENSIONS ARE TO FACE OF SHEATHING AND/OR FACE OF INTERIOR MASONRY, UNLESS NOTED OTHERWISE.
- J. COORDINATE FINAL PARTITION LOCATIONS WITH FURRING AT STRUCTURAL ELEMENTS.
- K. COORDINATE INTERIOR CONCRETE SLAB ON GRADE CONTROL JOINT PATTERN AT ALL HARD-TILED SURFACE AREAS WITH ARCHITECT.
- L. ALL EXTERIOR DIMENSIONS ARE TO FACE OF FOUNDATION, FACE OF EXTERIOR SHEATHING, AND/OR FACE OF EXTERIOR MASONRY.

SITE DATA

LAND USE: R (RECREATION)
 FUTURE LAND USE: RO (RECREATION AND OPEN SPACE)
 SITE AREA: 149,425 S.F. (3.43 ACRES) (LIMIT OF WORK AREA)
 FLOOD ZONE: AE +8.0' NGVD 1929
 HEIGHT: ALLOWED = 35'-0"
 EXISTING = 10'-0"±
 PROPOSED = 24'-0"±
 SETBACKS:
 NEW BUILDINGS ARE NOT WITHIN REQUIRED SETBACKS
 MAXIMUM F.A.R. AREA: (ENCLOSED SPACE)
 ALLOWED: 0.15 F.A.R. MAX.
 EXISTING: 0.00 F.A.R.
 PROPOSED: 0.02 F.A.R.
 IMPERVIOUS AREA:
 EXISTING: 5,896.0 S.F. (3.94%)
 PROPOSED: 15,655.2 S.F. (10.47%)
 LANDSCAPE AREA:
 EXISTING: 143,529 S.F. (96.0%)
 PROPOSED: 133,769.8 S.F. (89.5%)
 PARKING: NO CHANGE TO EXISTING
 BLEACHERS:
 EXISTING BLEACHER COUNT: 190 SEATS
 PROPOSED BLEACHER COUNT: 300 SEATS
 (NEEDED MORE BLEACHER SPACE SO PEOPLE DO NOT HAVE TO STAND OR BRING THEIR OWN SEATS)

BUILDING DATA

	ENCLOSED	COVERED	STAIR
MULTIUSE BLDG / DUGOUT (3RD. BASE)			
FIRST FLOOR:	1,716 S.F.		452 S.F.
SECOND FLOOR:			
CONCESSION/RESTROOM/ PRESSBOX BLDG.			
FIRST FLOOR:	678 S.F.	208 S.F.	71 S.F.
(CONCESSION SPACE=340 S.F.)			
SECOND FLOOR:		421 S.F.	
AWAY DUGOUT/ STORAGE			
FIRST FLOOR:	240 S.F.	503 S.F.	
SECOND FLOOR:			
TOTAL:	3,634 S.F.	1,132 S.F.	452 S.F.



PRELIMINARY
 NOT FOR CONSTRUCTION

FOUNDERS PARK BASEBALL FIELD RENOVATIONS
MONROE COUNTY SCHOOL DISTRICT
 87000 OVERSEAS HWY., ISLAMORADA, FL 33036

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NO.	DATE	ISSUED / REVISION
09/18/2025	100% DD SET	

PROJECT NO. **25148.00**

DRAWING TITLE:
PROPOSED PROJECT SITE PLAN

A0.01

BASEBALL FIELD LICENSE AGREEMENT

THIS BASEBALL FIELD LICENSE AGREEMENT ("Agreement") dated _____, 2025, is entered into by and between ISLAMORADA, VILLAGE OF ISLANDS, a Florida municipal corporation, ("Licensor") and THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA, a political subdivision of the State of Florida, ("Licensee").

RECITALS

1. Licensor is the owner of fee simple title to the real property known as Founder's Park located at 87000 Overseas Highway, Islamorada, Florida (the "Property").
2. Licensee desires to provide to Licensor renovations to the baseball field and such other improvements as generally set forth in the Interlocal Agreement.
3. Licensor and Licensee have contemporaneous with this Agreement entered into an Interlocal Agreement with respect to infrastructure improvements, to the Founder's Park the baseball field site, on the Property, which Interlocal Agreement shall be recorded with the Monroe County Clerk of County as an official record.
4. Licensor and Licensee desire to enter into this Agreement to set forth their respective rights and obligations regarding the reconstruction and use of the baseball field and related improvements, all subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants of the parties set forth in this Agreement, and other valuable consideration, the sufficiency and receipt of which is acknowledged by the parties, it is hereby agreed by and between the parties hereto as follows:

1. **Grant of License and Use.**
 - a. License. The Licensor grants to Licensee a revocable for cause license for the construction, renovation, operation, and use of the Improvements (as defined below) on the Property as contemplated herein. The parties acknowledge and agree that the license granted hereunder shall be for the benefit of Licensee and its invitees and guests only.
 - b. Use. Licensee agrees to operate the Improvements for the uses permitted pursuant to this Agreement, provided, however, the Licensee shall, subject to the terms of this Agreement, make the Property available to the public, without discrimination, and refrain from imposing or levying excessive, discriminatory, or otherwise unreasonable charges or fees for any service it

may provide in connection with the Improvements. Licensee shall be permitted to utilize the Improvements for the following uses:

(1) Recreational Uses consisting solely of the conduct of Licensee-sponsored and sanctioned baseball games and baseball-related activities such as practices. The following is a description of the Licensee's use schedule for the baseball field at Founders Park, Islamorada, Florida. The baseball season described below is as prescribed by the Florida High School Athletic Association.

January 2nd to the 1st week of May (Approximately 16 weeks)

Tournaments may last until the last week of May (3 weeks)

Practice and games occur during the five days of the week (Monday to Friday)

The field will be needed from 2:30 PM until the conclusion of the scheduled practice, game or tournament

Any weekend use of the field, outside the regular schedule for sanctioned baseball games and baseball-related activities such as practices, may be permitted upon written request at least 30 days prior to the requested date, and will be subject to review and written approval by the Village Manager or the Village Council.

(2) Use of the field shall be limited to activities directly related to the Coral Shores High School Baseball Program, including School Board-sponsored practices, games, and team-related events as outlined in the Use Agreement. Any additional or alternative use shall require a written amendment to this agreement, approved by both the Village Council and the School Board at public meetings.

2. **License Fee.** For the license granted to Licensee hereunder, Licensee shall pay to Licenser a license fee of TEN AND NO/100 DOLLARS (\$10.00) per year, plus its pro rata share of the costs and expenses of all utilities incurred in connection with the use and operation of the Improvements, as further described below (the "License Fee").

3. **Term**

a. **Initial Use Term.**

The initial use term of this Agreement ("Initial Use Term") shall commence on _____ (the "Commencement Date") and shall terminate twenty (20) years from commencement on _____ (the "Termination Date"), unless sooner terminated pursuant to any provision hereof.

Provided, however, that if the Interlocal Agreement is terminated, this Agreement shall also terminate on such date only after written notice of not less than two (2) years has been provided by either party.

In the event that the Licensee (Monroe County School District) discontinues use of the field, or otherwise ceases operations at the Founders Park Baseball Field prior to the end of the Initial Use

Term, the Licensee shall remain solely responsible for all costs associated with the maintenance, repair, removal, recycling, and/or replacement of the synthetic turf field or any other field improvements installed during its tenancy.

Under no circumstances shall the cost of removal, recycling, or replacement of the playing surface or improvements revert to the Licensor (Village of Islamorada) or its residents.

Both parties agree that a minimum of two (2) years written notice shall be required prior to any termination or non-renewal of this Agreement to allow the Village sufficient time to evaluate financial impacts, operational adjustments, and community use planning.

b. Renewal Options. Provided that Licensee is not in default under the provisions of this Agreement, Licensee shall have the option to extend the Initial Use Term of this Agreement for two (2) separate, consecutive, additional renewal term(s) of ten (10) years each (each, a "Renewal Term"). Licensee shall exercise its option to renew by giving Licensor written notice not less than twelve (12) months and not more than twenty-four (24) months prior to the expiration of the Initial Use Term or the Renewal Term then in effect, as the case may be. If Licensee fails to exercise its options in the time periods or in the manner provided herein, such options shall be deemed to have lapsed and terminated and shall be of no further force or effect without any action or notice required on the part of Licensor. All of the terms and conditions of this Agreement shall remain in full force and effect during any Renewal Term(s). If Licensee exercises its options as set forth herein, the Termination Date shall be the last day of the Renewal Term then in effect, unless sooner terminated as provided herein. The Initial Use of this Agreement, as extended by any Renewal Term(s), if applicable, shall hereinafter be referred to as the "Term".

Early Termination & Responsibility.

In the event the Licensee elects not to renew this Agreement, ceases use of the Founders Park Baseball Field, or terminates this Agreement prior to the end of the Initial Use Term or any Renewal Term, the Licensee shall provide the Licensor not less than two (2) years prior written notice.

The Licensee shall remain solely responsible for all costs associated with the maintenance, repair, removal, recycling, and/or replacement of the playing surface and any field improvements installed during its occupancy. Under no circumstances shall such costs or liabilities revert to the Licensor or the residents of the Village of Islamorada.

4. Construction and Renovation of Improvements.

a. Construction/Renovation. It is intended that the Improvements (as defined below) will be renovated by Licensee, at its sole cost and expense, as shown on the Plans and Specifications (as defined below) and in accordance with the Schedule for Development (as defined below), recognizing that in said schedule the parties may agree to the renovation of the Property in multiple phases.

Improvements.

The Improvements to be constructed by the Licensee shall consist of:

- (1) a baseball field, including all components of the playing surface and subsurface infrastructure such as synthetic or natural turf, sand, base materials, compaction layers, drainage systems, irrigation, and underground conduits for future lighting, together referred to as the "Baseball Field";
- (2) a multi-purpose structure containing public restrooms, press box, concession areas, and storage areas (the "Building"); and
- (3) all landscaping, fences, parking areas, pavements, fixtures, permanently affixed equipment, facilities (both above ground and below ground), and all other structures or improvements now or hereafter constructed by the Licensee in connection with the Baseball Field and Building, including all additions, alterations, modifications, renovations, and replacements thereto (collectively, the "Improvements").

The Licensee shall be solely responsible, at its sole cost and expense, for the maintenance, repair, replacement, removal, recycling, and overall condition of the Baseball Field, Building, and all associated Improvements - including any components located below ground such as drainage, base materials, compaction, and utilities - throughout the entire term of this Agreement and any renewals thereof.

No portion of the cost or expense associated with maintaining, repairing, replacing, or removing any portion of the Improvements shall be borne by the Licensor (Village of Islamorada) or its residents. All work performed shall be completed in compliance with applicable building codes, environmental standards, and in a manner consistent with maintaining the property in first-class condition.

b. Approved Plans. Prior to commencement of any construction or renovation, the Licensee shall submit to the Licensor for review and approval, "Plans and Specifications" including a site plan for and through all phases of design and construction (e.g., schematic, design development, and construction) with respect to all Improvements for Licensor's written approval which shall not be unreasonably withheld or delayed.

To allow adequate opportunity for public review and formal action by the Village Council, the Licensor shall provide its written approval or disapproval (specifying the basis for disapproval and/or comments) to any such Plans and Specifications within forty-five (45) to sixty (60) calendar days of receipt of the request for same.

This extended review period is intended to ensure sufficient time for the Licensor to:

- 1. Present the proposed Plans and Specifications to the residents of the Village of Islamorada for public input,
- 2. Allow Village staff to review the technical and operational details, and

3. Provide the Village Council the opportunity to discuss, deliberate, and act on the submittal during a regularly scheduled public meeting.

Once the Plans and Specifications receive the written approval of the Licensor, such Plans and Specifications shall be deemed "Approved Plans."

The approval by the Licensor of the Plans and Specifications, site plans, designs or other documents submitted to Licensor pursuant to the terms and conditions of this Agreement shall not constitute (a) a representation or warranty that such comply with all applicable laws, ordinances, rules, regulations and procedures of all applicable governmental authorities, it being expressly understood that the responsibility therefore shall at all times remain with Licensee; and (b) the approval of Licensor in its capacity as a governmental authority, it being expressly understood that Licensee is subject to all applicable ordinances, rules, regulations and procedures of Islamorada, Village of Islands, and that Licensee shall have the responsibility, at its sole cost and expense, to obtain all governmental approvals applicable to the development of the Property. The Approved Plans for the Improvements shall be certified by an architect or engineer licensed to practice in the State of Florida and shall consist of: (1) working drawings; (2) technical specifications, (3) schedule for accomplishing improvements; and (4) such other information as may be required by the Licensor. No changes or alterations shall be made to any Approved Plans without the prior written approval of the Licensor, which approval shall not be unreasonably withheld or delayed. The Monroe County School District shall own the right to the approved construction plans, or amended construction plans, as applicable.

c. Schedule for Development of Property. The Licensee hereby agrees that the renovation of the Property shall be performed and completed in accordance with the Interlocal Agreement. "Schedule for Development" shall be provided to the Licensor for review and approval, which approval will not be unreasonably withheld or denied, once the renovation competitive bid documents are drafted. The Schedule for Development is intended to provide submission, milestone, and completion dates for various actions relating to the planning, design, engineering and construction/renovation of the Improvements. At a minimum the Schedule for Development shall include dates relative to the submission of the Plans and Specifications (and site plan) through all phases of design and construction, commencement of construction, construction milestones, and completion of construction, recognizing that the parties may agree to the development of the Property in multiple phases. The Licensee agrees to complete the required actions by the dates set forth in the Schedule for Development. Time is of the essence with respect to all dates set forth in the Schedule for Development and such dates shall not be altered, modified, or extended without the prior written consent of the Licensor, which consent may not be unreasonably withheld, it being expressly understood by Licensee that the timely development of the Property is material to Licensor's Agreement of the Property to Licensee.

d. Contractor and Product Standards.

In accordance with applicable law, including competitive bidding requirements, the Licensee

shall enter into an agreement with a general contractor licensed in the State of Florida (the "Contractor") to construct or renovate the Improvements. The Licensee shall provide the Licensor with written notice of the identity of the Contractor ("Notice of Contractor") no later than sixty (60) days prior to the commencement of construction of the Improvements or any portion thereof.

The Licensor shall have the right to approve the Contractor, which approval shall not be unreasonably withheld or delayed. If the Licensor does not approve of the proposed Contractor, the Licensor shall provide written notice of its objections within thirty (30) days after receipt of the Notice of Contractor, and the Licensee shall thereafter designate an alternate Contractor subject to the Licensor's review and approval, which approval shall not be unreasonably withheld or delayed.

In addition to approval of the Contractor, the Licensor shall have the right to review and approve all major construction materials, field systems, and product specifications, including but not limited to:

- The type and manufacturer of any synthetic turf or natural grass system,
- All base materials, drainage layers, infill, and subsurface components, and
- Any structural or mechanical systems associated with the Improvements.

The Licensee shall ensure that all materials and products used in the construction or renovation of the Improvements:

1. Are of the highest quality and industry standard suitable for long-term public use,
2. Are installed and warrantied by certified manufacturers or installers,
3. Include written product warranties and performance guarantees acceptable to the Licensor, and
4. Comply with all applicable safety, environmental, and performance standards for athletic facilities in Florida.

The Licensor shall be included in the review and selection process for all major materials and systems prior to purchase or installation. The Contractor shall not substitute or downgrade any specified material or component without the prior written approval of the Licensor.

The intent of this section is to ensure that the Improvements are constructed using premium-grade, warrantied materials that will ensure the safety of players and the longevity of

the facility, and to prevent the use of inferior or non-certified products for cost-saving purposes.

e. Performance. Licensee shall ensure that Improvements are constructed in a good and workmanlike manner in accordance with the Plans and Specifications.

f. Construction Liens. Licensee must ensure that no construction liens are filed against the Property as a result of the construction/renovation of the Improvements. If any liens are filed, Licensee shall promptly pay and discharge the liens or have them transferred to bond within ten (10) days after filing and shall provide Licensor with proof of the payment or transfer of the liens. Licensee agrees to indemnify Licensor and hold Licensor harmless from and against any damage or loss, including Attorneys' Fees and Costs (defined below), incurred by Licensor as a result of any liens or other claims arising out of or related to work performed by or on behalf of Licensee. Licensor may, at its option, and without notice to Licensee, discharge any liens against the Property by payment, bonding, or otherwise, and upon request, Licensee will promptly reimburse Licensor for all costs and expenses incurred by Licensor, plus interest thereon at the highest rate permitted by law.

g. Costs of Design and Construction. Licensee shall be responsible for paying all costs, fees, and expenses relating to the design and construction/renovation of the Baseball Field, including, but not limited to, engineering fees, architectural fees, labor, materials, cost of bonds, permits and licenses.

1. Standards of Construction. Any and all construction/renovation of the Improvements shall be performed in such a manner as to provide that the Improvements shall:

- (1) Be structurally sound and safe for human occupancy, and free from any unusual hazards;
- (2) Be designed for use for only those purposes permitted herein;
- (3) The Improvements to be constructed upon the Property shall be fire resistant to the extent required by the provisions of the local applicable building codes and shall not be used for the manufacture or storage of flammable, explosive or hazardous materials in violation of applicable law;
- (4) Comply with the Approved Plans;
- (5) Comply with the terms and provisions of this Agreement; and
- (6) Comply with all applicable laws, ordinances, rules, regulations and procedures of all applicable governmental authorities.

The Licensor may refuse to grant approval if, in its reasonable opinion, the proposed facilities as shown on such Plans and Specifications will fail to meet the criteria set forth above.

J. Comply with Applicable Law. All Improvements constructed or installed by the Licensee, its agents, or contractors, shall conform to all applicable state, federal, county, and local statutes, ordinances, building codes, fire codes, and rules and regulations, as amended.

k. Consultation.

Construction Progress Meetings.

The Licensor, the Licensee, and the Licensee's architect, engineer, and contractor shall meet with the Licensor on a regularly scheduled basis no less than once (1) per month during the construction and renovation of the Improvements.

The purpose of these meetings shall be to:

1. Review and assess the current status of completion,
2. Identify and address any construction or design issues,
3. Ensure that all materials and workmanship conform to the approved plans and specifications,
4. Review any proposed changes or substitutions prior to implementation, and
5. Document the progress of the project in written meeting minutes distributed to all parties.

Additional meetings may be held as reasonably requested by either party to address specific project milestones, delays, or concerns.

These meetings shall continue until the Licensor issues a written acknowledgement that the Improvements have been completed in accordance with the Approved Plans and to the satisfaction of the Licensor.

1. Improvements. Unless otherwise set forth herein, all Improvements and all fixtures, structures, facilities, pavements and other improvements and any additions and alterations made to the Property by Licensee, or at Licensee's direction, shall be and remain Licensor's property.

2. As Builts. Within one hundred twenty (120) days after the date a Certificate of Occupancy is issued for Improvements constructed/renovated by Licensee, the Licensee shall at its expense, provide the Licensor with a complete set of "as built" plans and specifications, including mylar reproducible "record" drawings, and, if available, one set of machine readable

disks containing electronic data in an AUTOCAD format that meets the Licensor's graphic standards of the "as-constructed" or "record" plans for such Improvements. The "as built" plans submitted by Licensee must show the square footage of each Improvement depicted in such plans.

m. Required Governmental Permits and Approvals. Licensee, at its sole cost and expense, shall obtain all required permits and approvals from all governmental agencies having jurisdiction over the Property for any Improvements constructed or to be constructed by Licensee, including but not limited to departments, divisions or offices of the State of Florida, Monroe County, Islamorada, Village of Islands, and the federal government. Licensee shall also pay all impact and concurrency fees associated with its development of the Property.

n. ADA. All Improvements hereafter made to the Property shall be in compliance with the Americans with Disability Act of 1990, as same may be amended from time to time to the extent required by law.

o. Access for Inspection. Licensee, its agents, employees and representatives are granted access to the Property with full right to: (1) inspect the Property; (2) to conduct reasonable tests thereon including, but not limited to, soil borings and hazardous waste studies, and to make such other examinations with respect thereto as Licensee, its counsel, licensed engineers, surveyors or other representatives may deem reasonably necessary. Any test, examinations or inspections of the Property by Licensee and all costs and expenses in connection with Licensee's inspection of the Property shall be at the sole cost of Licensee. Licensee shall remove or bond any lien of any type which attaches to the Property by virtue of any of Licensee's inspections. Licensee hereby indemnifies and holds Licensor harmless from all loss, cost or expense, including, but not limited to, attorneys' fees and court costs resulting from Licensee's inspections in connection with the Property including all loss, cost or expense related to the removal, remediation, and/or disposal of any hazardous substance. If Licensee discovers hazardous substances as a result of its inspection and the Licensee fails to cease its inspection and/or removal, remediation and/or disposal of such hazardous substances during its inspections which results in additional contamination of the Property, then the Licensee shall also be responsible for the removal and/or remediation and/or disposal of the additional hazardous substances which the Licensee releases or spills on the Property after it discovers such hazardous substances located on the Property and which causes additional damage to the Property, but the Licensee is not responsible for the clean-up of the remaining hazardous substances which are located on or beneath the Property. Licensee shall have a Phase I environmental assessment performed on the Property prior to the commencement of construction.

p. Governmental Approval Joinder. Licensor agrees to reasonably cooperate with Licensee in seeking the governmental approvals for the Improvements including the execution of applications (to the extent required by such applicable governmental or quasi-governmental Authorities) and other documentation in connection with the governmental approvals; provided,

Licensors shall not be required thereto to expend any sums in connection with such assistance (other than its review costs, either in-house or using outside agents or consultants). Licensors' joinder in such applications and other documentation may be conditioned upon Licensee's agreement to perform Licensors' obligations thereunder, which agreement on the part of Licensee shall survive the expiration or earlier termination of this Agreement until such time as the obligations required by such documents are satisfied or released. If any such documents in which Licensors' joinder is requested contain material financial obligations binding (or which may become binding) upon Licensors, Licensee shall provide further assurances in a form and substance reasonably acceptable to Licensors in order to secure such material financial obligations. If this Agreement is terminated pursuant to this Section, then upon Licensors' request, Licensee shall withdraw all of its pending applications and terminate all agreements which are terminable and/or withdrawable by Licensee, with respect to the governmental approvals. The provisions of this sub-section shall be a surviving obligation which shall survive termination of this Agreement.

5. Construction Agreements. Bonds. Indemnification. And Insurance Requirements For Contractors.

a. Self-Performance. Licensee reserves the right to self-perform work in accordance with the requirements set forth in the State Requirements for Education Facilities.

b. Payment and Performance Bond. The Licensee agrees that before commencing any work or construction, in accordance with applicable law, the Licensee shall maintain, at all times, a valid payment and performance bond, which shall be in (1) an amount not less than the amount covering the full amount of the work then being performed; (2) a form and substance acceptable to the Licensors; and (3) compliance with the requirements of Chapter 255, Florida Statutes, Licensee shall comply with the requirements of Chapter 255, Florida Statutes with respect to bonds of contractors constructing public buildings.

c. Contractor Indemnity. The Licensee, in its general construction contract, shall require the general contractor to indemnify and hold the Licensors harmless from and against any and all loss, damage, cost, or expense, including, but not limited to, Attorneys' Fees and Costs through all trial and appellate levels with respect to personal injury and/or property damage caused by the general contractor, its subcontractors, agents and employees in connection with performing such work and/or any other of its obligations under the applicable Agreement.

d. Comprehensive General Liability Insurance. The Licensee, in its general construction Agreement, shall require the general contractor performing any improvements to provide, pay for and maintain in force, during the time such work is being performed, comprehensive general liability insurance with limits of (i) 1,000,000 (with respect to work costing up to \$2,000,000), (ii) \$1,000,000 with a \$2,000,000 umbrella with respect to work between \$2,000,000 and \$5,000,000, and (iii) \$1,000,000 with a \$5,000,000 umbrella with

respect to work in excess of \$5,000,000; all on a per occurrence combined single limit for bodily injury liability and property damage liability.

e. Insurance Requirements for Construction Contracts. Licensee agrees to include the following insurance language in any agreement it enters into with the general contractor performing work for Licensee and Licensee further agrees to provide to Licensor, prior to commencement of the improvements with respect to such contract, certificates of insurance evidencing the contractor's compliance with the requirements of this Section:

(i) "Without limiting any of the other obligations or liabilities of general contractor or Licensee, the general contractor shall provide, pay for, and maintain in force until all of its work to be performed has been completed, the insurance coverages set forth herein.

A. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.

B. Comprehensive General Liability as provided in Section 8(c) above.

C. Business Automobile Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

D. The Licensor shall be expressly included as an additional insured as its interest may appear.

E. Builder's Risk Insurance for the construction of above ground buildings and/or structures. The coverage shall be "All Risk" form for one hundred percent (100%) percent of the completed value, including Licensor as a named insured, with a deductible of not more than Twenty-Five Thousand Dollars (\$25,000.00) for each claim.

(ii) If the initial insurance expires prior to the completion of the work, renewal certificates of insurance shall be furnished to the Licensor thirty (30) calendar days prior to the previous certification's expiration.

(iii) The policy(ies) must be endorsed to provide Licensor with thirty (30) calendar days prior written notice of modification, cancellation or restriction.

f. With respect to the insurance to be obtained, the Licensee shall provide Licensor not less than ten (10) calendar days prior to the commencement of construction of the improvements or portion thereof, certificates of such applicable insurance evidencing the

insurance coverage as specified above. The required certificates of insurance shall not only name the types of coverage provided, but also shall refer specifically to this Agreement with the type of insurance which is being furnished and shall state that such insurance is as required by such sections of this Agreement. If the initial insurance expires prior to the completion of the improvements, renewal certificates of insurance shall be furnished thirty (30) calendar days prior to the date of their expiration. Insurance shall not be canceled, modified, or restricted, without thirty (30) calendar days prior written notice to Licensor, and must be endorsed to provide the same.

g. Requirements During the Term. The foregoing requirements set forth in this Section shall be applicable for any construction undertaken by Licensor during the Term of this Agreement.

6. **Compliance with Governmental Procedures.**

a. Comply with Governmental Requirements. Licensee shall comply with all applicable federal, state, county, and municipal laws, ordinances, resolutions and governmental rules, regulations and orders including the Americans with Disability Act as may be in effect now or at any time during the Term of this Agreement, all as may be amended, which are applicable to Licensee, the Property, or the operations conducted at the Property. A violation of any of such laws, ordinances, resolutions, rules, regulations or orders, as amended, not cured within the applicable cure period shall constitute a material breach of this Agreement, and in such event Licensor shall be entitled to exercise any and all rights and remedies hereunder and at law and in equity. The obligation of the Licensee to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property on the Property. Such provision is not to be construed as a submission by the Licensor to the application to itself of such requirements or any of them.

b. Entry. The Licensee agrees to the extent required by applicable law, to permit reasonable entry, inspection, and testing, upon reasonable advance notice during business hours (unless an emergency exists), by inspectors of any federal, state, county and/or municipal agency having jurisdiction under any law, rule, regulation, or order, applicable to the Property or the operations at the Property, This right of entry, inspection and testing shall impose no duty on the Licensor to take any such action and shall impart no liability on the Licensor should it not take any such action.

7. Use Agreement. The following is a description of the Licensee's use schedule for the baseball field at Founders Park, Islamorada, Florida. The baseball season described below is as prescribed by the Florida High School Athletic Association.

January 2nd to the 1st week of May (Approximately 16 weeks)

Tournaments may last until the last week of May (3 weeks)

Practice and games occur during the five days of the week (Monday to Friday)

The field will be needed from 2:30 PM until the conclusion of the scheduled practice,

game or tournament

Any weekend use of the field, outside the regular schedule for sanctioned baseball games and baseball related activities such as practices, may be permitted upon written request at least 30-days prior to the requested date, and will be subject to review and written approval by the Village Manager or the Village Council.

Use of the field shall be limited to activities directly related to the Coral Shores High School Baseball Program, including School Board-sponsored practices, games, and team-related events as outlined in the Use Agreement. Any additional or alternative use shall require a written amendment to this agreement, approved by both the Village Council and the School Board at public meetings.

Maintenance and Operation of Improvements. The Licensee, at its sole cost and expense, shall be fully and exclusively responsible for maintaining, operating, repairing, and, if necessary, removing, recycling, and replacing the Improvements throughout the entire Term of this Agreement, including any Renewal Periods.

The Licensee's maintenance obligations shall include, but not be limited to:

- Grass cutting and/or artificial turf maintenance and repair;
- Landscaping, irrigation systems, and pest management;
- Repair, replacement, and upkeep of lighting fixtures, fencing, bleachers, dugouts, drainage, compaction layers, and all subsurface systems; and
- Any other activities required to maintain the Improvements in first-class condition as originally contemplated in this Agreement.

The Licensee shall also be solely responsible for the maintenance, repair, replacement, and performance of all underground materials and components associated with the Improvements, including but not limited to sand layers, drainage systems, compaction bases, infill, and other subsurface elements installed in connection with the field, whether natural grass or synthetic turf.

Any costs incurred for repairs, maintenance, or replacement of the field or Improvements-including removal, recycling, and reinstallation of synthetic turf or base materials-shall be borne entirely by the Licensee and shall not be the financial responsibility of the Licensor.

Maintenance Provider:

A single qualified company or entity shall be selected by the Licensee, subject to written approval by the Licensor, to maintain the field and all associated Improvements. The same company or entity shall be responsible for all regular maintenance, repairs, and upkeep during

both the School District and Village maintenance periods to ensure consistency and accountability.

8. **Utilities.** Licensee, at its sole cost and expense, shall be responsible for arranging for the necessary utilities, including water, sewer and electrical service, to the Improvements.

Cost Allocation and Responsibility. The cost of maintenance and utilities shall be allocated according to each party's respective period of use as follows:

- • From January 1 through May 31 of each year, all utility costs (including water, electric, and other related services) shall be paid solely by the Licensee, and all maintenance and operating costs during this period shall also be the sole responsibility of the Licensee.
- • From June 1 through December 31 of each year, all utility costs shall be paid solely by the Licensor, and all maintenance and operating costs during this period shall be the sole responsibility of the Licensor.
- • Any repairs, replacements, upgrades, or restoration of the field, structures, or Improvements-including but not limited to the removal, recycling, or replacement of synthetic turf, the repair or reconstruction of the underlying base, sand, drainage, or compaction systems-shall remain at all times the sole cost and expense of the Licensee, regardless of when such work is required.
- • In the event the Licensee requires post-season use of the field after May 31, or pre-season use prior to January 1, all costs of utilities, maintenance, and operations during that extended use shall be solely the responsibility of the Licensee.
- • If either party fails to pay its respective share of utility or maintenance costs as defined above, the other party shall have the right to (1) seek payment through all available remedies set forth in this Agreement, or (2) provide written notice of termination consistent with the terms of this Agreement.

The intent of this section is to ensure that while the Village of Islamorada shares in the regular cost of utilities and seasonal maintenance based on usage periods, all repairs, replacements, or corrective actions related to the Improvements – particularly those connected to the playing surface or subsurface systems – remain the sole and exclusive responsibility of the Licensee.

The intent of this section is to ensure that the Village of Islamorada and its residents bear no responsibility, financial or otherwise, for any repair, maintenance, removal, or replacement of the field or associated Improvements-including synthetic turf and all related components-during the Term of this Agreement or any Renewal Term, except for those limited cost reimbursements expressly defined above.

9. **Insurance Requirements for both Licensee and Licensor.**

a. **Casualty Insurance.** Licensee and Licensor shall each, during the Term of this Agreement, insure and keep insured to the extent of not less than 100% of the insurable replacement value thereof, the Improvements including all buildings, structures, fixtures and

attached equipment on the Property against such hazards and risks as may now or in the future be included under the Standard Form of Fire and Extended Coverage insurance policy of the State of Florida with a deductible not to exceed Twenty Five Thousand Dollars (\$25,000.00).

b. Comprehensive General Liability Insurance to protect against bodily injury liability and property damage in an aggregate amount of not less than One Million Dollars (\$1,000,000.00) per incident. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: Property and/or Operations, Independent Contractors and Broad Form Contractual Coverage covering all liability arising out of the terms of this Agreement.

c. Business Automobile Liability Insurance in an amount not less than Three Hundred Thousand Dollars (\$300,000.00) per occurrence combined single limit, for bodily injury and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: Owned, Non-owned and Hired vehicles.

d. Workers' Compensation and Employer's Liability Insurance to apply for all employees in compliance with the Workers' Compensation Law of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include: Employers' Liability compliant with the statutory limit.

e. Certificates. Licensee and Licensor shall each furnish to the other party certificates of insurance or endorsements evidencing the insurance coverages specified by this Section upon execution of this Agreement provided the coverage set forth in Section 9(a) shall not be required until obtaining the Certificate of Occupancy for the improvements be insured. The required certificates of insurance shall name the type of policies provided, refer specifically to this Agreement, and state that such insurance is as required by this Agreement.

f. Cancellation. Coverage is not to cease and is to remain in force (subject to cancellation notice) throughout the Term of this Agreement and until all performance required hereunder is completed. If any of the insurance coverages will expire prior to the termination of this Agreement, copies of renewal policies shall be furnished to the Licensee or Licensor, as applicable, at least sixty (60) calendar days prior to the date of their expiration.

g. Deficiencies. When such policies or certificates have been delivered by Licensee or Licensor as aforesaid and at any time thereafter, one party may notify the other in writing that, in the reasonable opinion of the notifying party, the insurance represented thereby does not conform with the requirements of this Section either because the amount or because the insurance company or for any other reason does not comply, and the party notified shall have thirty (30) calendar days to cure such defect to the extent required pursuant to this Agreement.

h. Continued Obligations. Compliance with the foregoing requirements shall not relieve either party of its liability and obligations under any other provision of this Agreement.

1. All insurance coverages set forth herein shall be through either self-insurance, commercial insurance, or a combination of both self-insurance and commercial insurance.

10. Damage or Destruction of Property. For the time periods described in paragraph 7 for which the Licensee is responsible for maintenance, the Licensee shall also be responsible for, and bound by, the following:

a. Removal of Debris. If the Improvements located on the Property or any part thereof shall be damaged by fire, the elements, or other casualty, Licensee shall promptly remove, or cause to be promptly removed, all debris resulting from such damage from the Property, and Licensee shall promptly take such actions and cause such repairs to be made to the Property as will place the Property in a neat and orderly condition and as are necessary for the safety of persons entering upon the Property. To the extent, if any, that the removal of debris under such circumstances is covered by Licensee's insurance, the proceeds thereof shall be paid to Licensee for such purpose.

b. Minor Damage. If Improvements located on the Property or any part thereof shall be damaged by fire, the elements, or other casualty but not rendered unusable, then Licensee shall cause the Improvements and Property to be repaired and restored with due diligence to the condition they were in prior to such casualty generally in accordance with the Approved Plans, by and at the expense of Licensee and, if such damage is covered by Licensee's insurance, the proceeds thereof shall be made available to Licensee for that purpose.

c. Major Damage to or Destruction of the Property. If improvements on the Property (including the public areas) or any part thereof shall be destroyed or so damaged by fire, the elements, or other casualty as to render the Property unusable, then:

(1) Licensee shall with due diligence make the necessary repairs or replacements for the restoration thereof to the condition existing prior to such casualty generally in accordance with the Approved Plans and it shall do so with reasonable dispatch and, if such destruction or damage was covered by insurance, the proceeds thereof shall be adjusted with and paid to Licensee for that purpose.

(2) To the extent Licensor is entitled to approve the Plans and Specifications with respect to the initial construction thereof, such restoration work shall be made pursuant to Plans and Specifications that have received the prior approval of the Licensor and all such work shall comply with the terms and provisions of this Agreement.

11. Termination. This Agreement may be terminated by either party by g1vmg

written notice to the other party, which termination shall be effective two (2) years from the date of such notice. In the event of any such termination by Licensor, Licensee shall have no further rights under this Agreement and shall cease forthwith all operations upon the Property and shall pay in full all charges then due and owing, through the date of termination. The parties mutually agree that upon the termination of this Agreement, the title to all tangible property included or associated with the recreational facility shall be in the name of the Licensor, unless such tangible property is completely removed from the Property by the Licensee, at Licensee's sole cost and expense. Provided, however, that if this Agreement is terminated by the Licensor prior to its normal expiration date, Licensee shall be given an opportunity to remove its tangible property within thirty (30) days of the termination of this Agreement.

12. **Attorney's Fees and Costs.** In this Agreement, all references to Attorney's Fees and Costs shall include all reasonable fees charged by an attorney for its services and the services of any paralegals, legal assistants, or law clerks, including, but not limited to, fees charged for representation at the trial level, at all appellate levels, and in any bankruptcy proceeding, together with all costs incurred. The parties agree that in the event of any mediation or court proceeding for the enforcement, defense, or interpretation of either party's rights under this Agreement, each party will bear its own Attorney's Fees and Costs.

13. **Counterparts.** This Agreement may be signed in two or more counterparts, each of which constitutes the agreement of the parties and each of which will be treated as an original.

14. **Entire Agreement.** This Agreement sets forth the entire agreement between Licensor and Licensee with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties.

15. **Gender.** In this Agreement, the masculine includes the feminine and neuter, the singular includes the plural, and the plural includes the singular as the context requires.

16. **Governing Law, Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Sixteenth Judicial Circuit in and for Monroe County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

17. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

18. **Notices.** All notices required or permitted to be given hereunder shall be in writing and shall be (a) delivered via hand delivery; (b) sent via Federal Express or a comparable overnight mail service; (c) mailed by U.S. registered or certified mail, return receipt requested; or (d) sent via telephone facsimile transmission with an original copy of the transmission mailed via regular mail, to Licensee or Licensor at the following addresses:

If to Licensor: Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036
Attention:, Village Manager
Telephone: (305) 664-6460

With a copy to: Weiss Serota Helfman Cole + Bierman, P.A. 2800
Ponce de Leon Blvd., Suite 1200
Miami, FL 33133
Attention: John J. Quick

If to Licensee: The School Board of Monroe County, Florida
241 Trumbo Road, P.O. Box 1788
Key West, FL 33041-1788
Attention: _____
Telephone: (305) 293-1400

With a copy to: Vernis and Bowling of the Florida Keys P.A.
81990 Overseas Highway
Islamorada, Florida 33036
Attention: Dirk M. Smits
Phone (305)664-4675

Notices effective upon delivery or refusal of delivery of notice. The addressees and addresses for notice may be changed by giving notice. Until written notice of a change in address is delivered, the last addressee and address stated in this Agreement continues in effect for all purposes.

19. **Section and Paragraph Headings.** The section and paragraph headings contained in this Agreement are for purposes of identification only and are not to be considered in construing this Agreement.

20. **Successors and Assigns.** The covenants, conditions, and agreements contained in this Agreement will inure to the benefit of and be binding upon the successors and assigns of Licensor and Licensee.

21. **Waiver.** No express or implied consent or waiver by a party to or of any breach or default by the other party in the performance by such other party of its obligations under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such other party hereunder. Failure by a party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, will not constitute a waiver by such party of its rights hereunder. The giving of consent by a party in any one instance will not limit or waive the necessity to obtain such party's consent in any future instance.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Agreement has been executed by their duly authorized representatives as of the date first set forth above.

Witnesses:

Print Name: _____

Print Name: _____

LICENSEE:

THE SCHOOL BOARD OF MONROE
COUNTY, FLORIDA

By: _____

Print Name: _____

Title: _____

Witnesses:

Print Name: _____

Print Name: _____

LICENSOR:

ISLAMORADA VILLAGE OF ISLANDS, a
Florida municipal corporation

By: _____

Print Name: _____

Title: _____

[Acknowledgments on following page]

STATE OF FLORIDA)
) ss:
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this ___ day of _____, 2025, by _____, as _____ of The School Board of Monroe County, Florida, on behalf of the School Board, who (check one) [] is personally known to me or [] has produced a _____ driver's license as identification.

My Commission Expires:

Notary Public

Print Name

STATE OF FLORIDA)
) ss:
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this ___ day of _____, 2025, by _____, as _____ of The Village of Islamorada, on behalf of the Village, who (check one) [] is personally known to me or [] has produced a _____ driver's license as identification.

My Commission Expires:

Notary Public

Print Name



Islamorada, Village of Islands

REGULAR VILLAGE COUNCIL MEETING

October 7, 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

Elizabeth Jolin led the Pledge of Allegiance.

III. AGENDA: Requests for Deletion / Emergency Additions

The following additions were made to the agenda:

Council Member Deb Gillis added one item to Mayor/Council Communication and asked to move the quasi-judicial hearings to be heard after public comment.

Vice Mayor Don Horton added two items to Mayor/Council Communication

Mayor Sharon Mahoney added discussion on Consent Agenda Tabs 6 and 7

Village Manager Ron Saunders added Vice Mayor Horton's travel authorization from Thursday's agenda as Consent Agenda Tab 28.

He also noted the passing of Casey Watkins and announced a memorial would be held on October 21 at 6:30 pm at the field at CSHS.

IV. REPORTS, PRESENTATIONS AND ANNOUNCEMENTS

- A.** Founders Park Master Plan (Final) — Project Manager Liudmila Fuentes, Miller Legg
Representatives from Miller Legg presented the draft Founders Park Master Plan, which was the result of information gathered over the past year.

They noted that public engagement was high and helped them prioritize what survey respondents wanted to see the most.

It was noted that they considered other ongoing park projects, such as the pickleball complex study, pool resurfacing, playground improvement, and school board/village partnership on the baseball field.

They summarized potential costs and noted the Village could pick and choose projects as it went. They further noted that there are about \$20m in grants available for parks.

Council thanked Miller Legg for its work and expertise.

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

Aaron Cutler, Construction Management Consultant for the FCAA, noted that October was one of the most important months for the work ahead.

He indicated the crews were moving quickly towards Woods Ave, and Coral Shores High School, and that adjustments would be made as needed to accommodate traffic to the greatest extent possible.

C. Plantation Key Colony Halloween Night - MCSO Captain Lissette Quintero
MCSO Acting Major Lissette Quintero shared the traffic flow changes to Plantation Key Colony on Halloween.

She noted the road closures in the Colony would start at 5 pm.

V. CITIZENS' ADVISORY COMMITTEE REPORTS & APPOINTMENTS

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

Chair Carolyn Wightman updated Council on the Committee's recent meeting, noting they discussed park fee adjustments and pool resurfacing.

Ms. Wightman announced that the Swim for Alligator Lighthouse had been held on September 13 and was a huge success.

She introduced local high school swimmer Layne Smith, who was the first woman to complete the swim.

VI. MAYOR / COUNCIL COMMUNICATIONS

Council Member Deb Gillis announced that there were two items on the agenda that had been partly funded by \$635,000 in grants.

Vice Mayor Don Horton urged Council to approve his travel authorization, noting he had been appointed to the Florida League of Cities Advocacy Committee.

VII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

Village Attorney John Quick announced an executive session on the Yates matter would be held on November 10.

A. Wastewater System Improvement Discussion **TAB 1**

Village Manager Ron Saunders summarized recent progress made in discussions on how to handle the Village's wastewater.

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:

John Weare

Ken Thomas

Jodie Cerra

Joe Wischmeier

Alina Davis

Dylan Scott

Terry Abel

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

IX. QUASI-JUDICIAL

Village Attorney John Quick read the quasi-judicial statement, and the Clerk swore in the witnesses.

- 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. PPRE20230193 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

Council was asked to disclose any ex parte communications:

Council Member Steve Friedman - Elizabeth Jolin and Ty Harris

Council Member Deb Gillis - Gino Bologna, Russ Yagel, Joanne Periera , Elizabeth Jolin, Ty Harris, Mark Gregg

Council Member Anna Richards - Gino Bologna, Ty Harris, Elizabeth Jolin, Chris Sante

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

Mayor Sharon Mahoney - Gino Bolgna, Elizabeth Jolin, Ty Harris

Planning Director Jennifer DeBoisbriand introduced the item and stated that, based on the staff analysis and compliance with the Village Code, staff recommends denial of the appeal.

Joanne Periera, representing the applicant, indicated they own 3 adjacent parcels and were appealing the June 2024 letter of understanding. She noted her clients historically had 12 units which were legally established. Ms. Periera shared an operating permit from 1977 allowing 6 units, and other examples of multiple units. She noted that it was confirmed by FKEC that there were 10 electrical meters in 1988. They were asking the Village to acknowledge and permit all three properties.

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

In favor:

Gino Bologna
Elizabeth Jolin

Opposed:

None

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

Council members deliberated extensively but remained divided over how many units should be recognized as legally established. The historical record showed inconsistent permitting, lapses in licensing, and differing interpretations of whether RVs and mobile homes counted as dwelling units. The consensus leaned toward recognizing *six* legally established mobile homes rather than the *ten* requested.

Joanne Periera made her closing argument, noting that the Village mandated her client to connect to water and sewer - 6 mobiles for Howells Junction and 4 apt units - no change in number is proposed - zoning may be residential but they displayed commercial activity - village staff disregards the history - council has opportunity to fix the past wrong - total of 10 units

Council deliberated further and came to a consensus of granting the appeal in part for a total of eight market rate dwelling units and 3,456 square feet of non-residential floor area.

ACTION: Motion to Appeal is granted in part for 8 market rate dwelling units and 3,456 sq. ft. of non-residential floor area item IX.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

Mayor Sharon Mahoney called for a recess at 8:55 pm
Mayor Mahoney called the meeting to order at 9:01 pm

- 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. PPRE20250068 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

Council was asked to disclose any ex parte communications:

Council Member Steve Friedman - none

Council Member Deb Gillis - Ty Harris

Council Member Anna Richards - Ty Harris

Vice Mayor Don Horton - Ty Harris

Mayor Sharon Mahoney - none

Planning Engineer Rob Mather introduced the item, noting that in 2017, the Village determined there were two units. The applicant is asking for three. He stated that three electric meters were only provable for 2025, and there was no historical evidence of the site having three dwelling units.

Based on the staff analysis and compliance with the Village Code, staff recommends denial of the appeal.

Ty Harris, representing Dr. Magrane, noted his client had been assessed for three EDUs, had three electric meters, and the structure was a tri-plex. He indicated that the property was built in 1958, according to the general zoning code in Monroe County.

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

In favor:
Sue Miller

Opposed:

None

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

Council deliberated and came to a consensus to grant the appeal and recognize the property had three dwelling units.

ACTION: Motion to Grant the appeal and recognize three dwelling units item IX.B. by Deb Gillis second by Anna Richards;
Motion Passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

X. CONSENT AGENDA

Village Attorney John Quick clarified that the Consent Agenda consisted of tabs 2–15 and tab 28.

Vice Mayor Don Horton requested to pull tabs 16 and 17, which were moved to Resolutions.

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 the Consent Agenda - tabs 2-15 and tab 28 item X. 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

- 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 Authorizing Vice Mayor Don Horton to attend the Florida League of Cities Legislative Conference **TAB 28**

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING VICE MAYOR DON HORTON TO ATTEND THE 2025 FLORIDA LEAGUE OF CITIES LEGISLATIVE CONFERENCE IN ORLANDO, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

XI. **END OF CONSENT AGENDA**

XII. RESOLUTIONS

- A. 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

Chief Terry Abel summarized the request to replace for Tabs 16 and 17 were to replace two vehicles and auction the two older vehicles.

Mayor Sharon Mahoney opened public comment.

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

Council deliberated and noted the need to make cuts where possible and suggested only purchasing one vehicle rather than two.

Chief Abel asked for the remainder of the resolution to be approved as it authorized the disposition of the two vehicles.

ACTION: Motion to Amend resolution to remove the purchase of the Ford F-250 item XII.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 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

Discussion of the item was included with the deliberation of Tab 16.

Mayor Sharon Mahoney opened public comment.

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

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

Motion Passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

- C.** 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

Village Attorney John Quick noted GrayRobinson has been Village's state lobbyist for several years, and that this year they are bringing on the services of the Southern Group at no additional cost to the Village.

Moved by Vice Mayor Don Horton, second by Council Member Deb Gillis at 9:52 p.m. to extend the meeting for thirty minutes.

Council deliberated, noting that they were looking for more proactive performance over the next year. Council Member Steve Freidman indicated that he was not in favor of renewing the contract.

Mayor Sharon Mahoney opened public comment.

Speakers included:

Joe Wischmeier

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

ACTION: Motion to Approve item XII.C. 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

- D. 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

Anne Osgard, Assistant Director of Founders Park, summarized that the department was asking for the selection of a contractor for pool area improvements. The Evaluation Committee ranked Standguard first and FSV Construction second. Ms. Osgard noted there was a TDC grant for \$436,800 in reimbursement when the project is done.

Vice Mayor Don Horton inquired whether the contract included penalties for late completion, expressing his frustration with companies that bid on projects and

then request change orders while the project is ongoing.

Mayor Sharon Mahoney opened public comment.

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

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

Motion Passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

- E. Resolution Approving 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

Environmental Resources Manager Pete Frezza introduced, noting this was the next canal on their priority list. He stated that past canal restoration projects had been very successful.

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 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. 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

Vice Mayor Don Horton moved to extend the meeting for 15 minutes.

Environmental Resources Manager Pete Frezza introduced the item, noting overwhelming support from all entities. The ordinance passed on first reading and the Village has begun the permitting process for the four buoys that will demarcate the zone.

Mayor Sharon Mahoney opened public comment.

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

ACTION: Motion to Approve item XIII.A. 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

- 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

Mayor Sharon Mahoney opened public comment.

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

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

Motion Passed with a 5:0 vote

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

NAYS: None
ABSTAIN: None

- 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

Mayor Sharon Mahoney opened public comment.

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

ACTION: Motion to Approve item XIII.C. by Don Horton second by Deb Gillis;

Motion with a 5:0 vote

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

NAYS: None

ABSTAIN: None

- 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

Mayor Sharon Mahoney opened public comment.

Speakers included:
Dylan Scott

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

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

Motion Passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

- E. 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

Mayor Sharon Mahoney opened public comment.

Speakers included:
Joe Wischmeier

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

ACTION: Motion to Approve item XIII.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

XIV. MOTIONS

XV. ADJOURNMENT

There being no further business, Mayor Sharon Mahoney adjourned the meeting at 10:38 p.m.

Village Manager Ron Saunders noted that the School Board had approved a revised site plan for the baseball field. He also announced that the October 9 meeting was canceled, as all agenda items were heard tonight.



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: November 10, 2025
SUBJECT: **Resolution Approving an Agreement with Adventure Environmental, Inc. for Professional Services for Repair and Maintenance at the Canal 114 Infiltration Well Site TAB 3**

Background:

Islamorada, Village of Islands (the “Village”) completed a canal restoration project involving a gravity flow infiltration well at Canal 114 on North Plantation Key in April 2023. This was the first canal restoration project completed involving this type of technology in the Village. The purpose of the project was to improve water quality in the dead-end canal by increasing flushing and dissolved oxygen levels by allowing the incoming tide to move through the canal and infiltrate the well and into the subsurface through gravity flow. The project resulted in around 4,000 gallon per minute flow and was successful at drawing nearshore water into the canal and increasing the dissolved oxygen levels by around 25%. The system performance was sufficient to achieve a 5-day turnover rate in canal water. It was understood that routine repair and maintenance would be needed on the project and potential modifications needed as the infiltration well technology was refined.

Analysis:

It was determined that since installation, the well’s flow rates have slowly declined. It was discovered that the check valve on the intake pipe was blocking flow, likely due to biological fowling or an inadequate design. On September 30, 2025, the Village received a proposal from Adventure Environmental, Inc. (“AEI”) to provide repair services and check valve removal and maintenance at the Canal 114 project site at a cost of \$26,000.00. Exhibit A to the Resolution is a proposed agreement between the Village and AEI for the repair and maintenance services at Canal 114 at a cost not to exceed \$26,000.00.

A waiver of competitive bidding is also proposed for this agreement due to several factors. Three quotes were obtained for this repair (attached hereto) and AEI’s quote was significantly lower. As important, this is a highly specialized repair requiring unique equipment and licensed commercial divers, which AEI possesses. Further, AEI are a Tavernier-based company which reduces mobilization fees significantly. They are the only local company that we know of that can perform these services. AEI has completed canal restoration and repair projects for the Village for the past eight years. AEI are familiar with this project and the site and have visited it for inspection numerous times. In accordance with Village Code Section 2-328, a Waiver of Competitive Bidding can occur for these reasons.

Budget Impact:

The FY 2025-2026 budget included \$36,000 for this repair project within the General Fund/Village Manager Department/Repair & Maintenance Account.

Staff Impact:

The Village's Environmental Resources Manager will coordinate with AEI during the repair and maintenance project to ensure best management practices and all environmental regulations. Staff time required on this project is estimated to be three hours.

Recommendation:

Staff recommends that the Village Council approve and adopt the attached resolution, thereby authorizing an agreement with AEI and approving the related expenditure of \$26,000.00.

- Attachments:**
1. Resolution_AEI C114 Well Repair Agreement_111025 (JJQ redline)
 2. Exhibit A_AEI C114 Agreement
 3. Exhibit B_AEI Canal 114 Proposal
 4. Exhibit C_Quotes 2&3

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AN AGREEMENT WITH ADVENTURE ENVIRONMENTAL INC. FOR PROFESSIONAL SERVICES FOR REPAIR AND MAINTENANCE AT THE CANAL 114 INFILTRATION WELL SITE; 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; AUTHORIZING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") has determined that there is a need to complete canal restoration projects to improve water quality within its residential canals and nearshore waters; and

WHEREAS, a canal restoration project was completed within Canal 114 on Plantation Key utilizing gravity flow infiltration well technology, the first project of its kind to be completed within the Village; and

WHEREAS, after performing successfully for several years, the infiltration well requires repair and maintenance services; and

WHEREAS, the Village is in need of an independent contractor to provide these necessary repair and maintenance services to keep the restoration project operating successfully; and

WHEREAS, the Village obtained three quotes to complete the services; and

WHEREAS, the Village has determined that there is a need to enter into an Agreement with Adventure Environmental, Inc. ("AEI") to complete the repair and maintenance at the Canal 114 well site; and

WHEREAS, AEI has proposed to perform these services as outlined in the Scope of Services within Exhibit "B" (the "Services") in an amount not to exceed Twenty-six Thousand Dollars

(\$26,000.00); and

WHEREAS, Village has identified the General Fund as an appropriate funding source for the Services and has included the expenditure in the FY 2025-2026 budget; and

WHEREAS, in accordance with Section 2-328(a) of the Village Code of Ordinances, the Village desires to waive competitive bidding by utilizing AEI and approving the Agreement submitted for the professional services included as Exhibit "A", as attached hereto at a cost not to exceed Twenty-six Thousand Dollars (\$26,000.00); and

WHEREAS, the Village Council finds that approval of the agreement, waiver of competitive bidding and utilization of AEI's services is in the best interest of the Village.

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

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

Section 2. Approval of Agreement. The Village Council hereby authorizes and approves the Agreement for AEI, to provide professional services for repair and maintenance services at Canal 114 in an amount not to exceed Twenty-Six Thousand Dollars (\$26,000.00), 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 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(a) 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 _____

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

AGREEMENT

THIS IS AN AGREEMENT, dated the ___ day of _____, 2025, between:

ISLAMORADA, VILLAGE OF ISLANDS

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

and

ADVENTURE ENVIRONMENTAL, INC

a Florida Corporation, authorized to do business in the State of Florida, hereinafter "**CONTRACTOR**."

WITNESSETH:

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

Article I. PREAMBLE

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

Section 1.01 The VILLAGE is in need of an independent experienced contractor to provide professional services to complete maintenance of the Canal 114 infiltration well project and removal of the check valve within the invert pipe (the "Services").

Section 1.02 The VILLAGE and CONTRACTOR desire to enter into this Agreement for the Services as more particularly described in Exhibit "B" attached hereto and made a part hereof.

Article II. SCOPE OF WORK

Section 2.01 CONTRACTOR shall furnish all necessary expertise, personnel, tools, materials, equipment and supervision, to perform the Services described in Exhibit "B", attached hereto.

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 pursuant to the terms of this Agreement.

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

Section 2.04 None of the Services under this Agreement 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 timeline to be provided to the VILLAGE. CONTRACTOR shall complete all work in a timely manner in accordance with the timeline.

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.

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 "B", and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as reflected in Exhibit "B". A total contract price hereto is referred to as Contract Price and shall not exceed **Twenty-Six Thousand Dollars (\$26,000.00)**.

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

Section 4.03 The CONTRACTOR shall guarantee all portions of Service 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 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 4.05 CONTRACTOR is prohibited from placing a lien on the Village's property. This prohibition applies to; inter alia, all sub-contractors and suppliers and labors.

Article V. CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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

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

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

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

Article VI. PROTECTION OF PROPERTY

Section 6.01 At all times during the performance of this Agreement, the CONTRACTOR shall protect the VILLAGE's property and properties adjoining the sites 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 until November 30, 2026.

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.

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

Copy To: Village Attorney
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

CONTRACTOR: Gregory Tolpin
Adventure Environmental, Inc.
160 Georgia Ave.
Tavernier, FL 33070
greg@4aei.com

Section 12.10 Noncoercive Conduct for Labor or Services. In accordance with Section 787.06, Florida Statutes, the CONTRACTOR has attested to the affidavit incorporated herein that CONTRACTOR does not use coercion for labor or services.

Section 12.11 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

Section 12.12 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

Section 12.13 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

Section 12.14 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to

which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Section 12.15 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

Section 12.16 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit Court in and for Monroe County.

Section 12.17 Extent of Agreement. This Agreement together with Contract Documents and Exhibits, attached hereto, as amended herein above represents the entire and integrated agreement between the VILLAGE and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

Section 12.18 Waiver. Failure of the VILLAGE to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

[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: _____

[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

The ___ day of _____, 20__.

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

ADVENTURE ENVIRONMENTAL, INC

By: _____

Print Name: _____

Title: _____

The ___ day of _____, 20__.

WITNESSES:

Print Name: _____

Print Name: _____



**ADVENTURE
ENVIRONMENTAL INC.**

Land and Sea Engineering Contractors

*160 Georgia Ave.
Tavernier, FL 33070
305-254-8887 office
305-321-5669 cell*

Exhibit 'B'

www.4AEI.com

**ISLAMORADA, VILLAGE OF ISLANDS
CANAL 114 REPAIR/CHECK VALVE MAINTENANCE QUOTE**

To: Islamorada, Village of Islands

Attn: Peter Frezza

Date: September 30, 2025

Submitted By: Adventure Environmental, Inc.
Greg Tolpin, Vice President

Project: Repair at Canal 114 well site and check valve maintenance

Location: Canal 114, Tavernier, FL

Price Quote: **\$26,000.00**

Certified General Contractor Licensing: CGC: 1506411

Thank you,

Greg Tolpin, VP

AQUA WASTE REPAIRS, INC.

3575 SNEED RD., FT. PIERCE, FL 34945
772-461-6228

Exhibit "C"

Attn: Pete Frezza	Project Name: Canal 114
Submitted to: Islamorada, Village of Islands	Project Location
Address: 86800 Overseas Hwy. Islamorada, FL 33036	Date: 4/25/25
Email: peter.frezza@islamorada.fl.us	Project- Check valve removal
Office# 305-664-6427 Cell# 305-393-0982	<i>This offer of proposal is null and void after 30 days from this date.</i>

We hereby submit to you this proposal as described:

Line #	Description	Price
1	Supply all equipment and labor to perform the following scope of work:	69,000.00
	Remove weir, manatee grate, stainless steel clamps, bands and flow meter, and structure lid. Stable gate valve to HDPE pipe and structure.	
	Remove check valve.	
	Reinstall structure lid, manatee grate and weir. Site clean up.	
	TOTAL	\$69,000.00

Notes

Owner to coordinate with land owner for removal of items in work area and MOT.
Any alternation to this proposal without the consent of AWR will cause this agreement to become null and void.

Exclusions

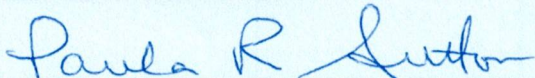
Permits, Engineering, Disposal of check valve and flow meter.
Anything not mentioned in the scope of work.

Payment

Payment terms: Balance due upon receipt

No Retainage to be withheld, Interest accrues at 1-1/2% on unpaid balance. In the event of any disputes, attorney fees and reasonable court costs shall be entitled to the prevailing party. These provisions shall survive termination of this Agreement.

Aqua Waste Repairs, Inc.

	Date: 4/25/25
Signature:	Print Name & Title: Paula R. Sutton, Controller

Acceptance of Proposal

The above prices, specifications and notes are satisfactory and are hereby accepted. You are authorized to do the work as described. I accept the payment terms. I am either duly sworn or have the authority to sign this binding contract.

Date: ___/___/___

Authorized

Signature: _____ Print Name & Title: _____

AQUA WASTE REPAIRS, INC.

3575 SNEED RD., FT. PIERCE, FL 34945

772-461-6228

Attn: Pete Frezza	Project Name: Canal 114
Submitted to: Islamorada, Village of Islands	Project Location
Address: 86800 Overseas Hwy. Islamorda, FL 33036	Date: 1/29/2025
Email: peter.frezza@islamorada.fl.us	Project- Check valve replacement
Office# 305-664-6427 Cell# 305-393-0982	<i>This offer of proposal is null and void after 30 days from this date.</i>

We hereby submit the following proposal of work to be performed :

Line #	Description	Price
1	Supply all equipment and labor to perform the following scope of work:	92,000.00
	Remove, weir, manatee grate, both s/s rods and bands, lid, and flow meter.	
	Stable gate valve to HDPE pipe and vault, remove check valve and gate valve.	
	Install Wapro KVF w/40x40 flange, reinstall lid, mantee grate and weir.	
	Site clean up.	
	TOTAL	\$92,000.00

Notes

Allow a minimum 45 days for delivery from time of order for flap gate.
 Owner to coordinate with land owner for removal of items in work area.
 KVF w/40x40 flange drawing attached.
 Any alternation to this proposal without the consent of AWR will cause this agreement to become null and void.

Exclusions

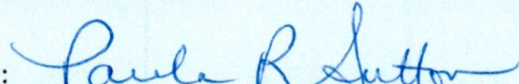
Permits, Engineering
 Anything not mentioned in the scope of work as described above.

Payment

Payment terms: Balance due upon receipt

No Retainage to be withheld, Interest accrues at 1-1/2% on unpaid balance. In the event of any disputes, attorney fees and reasonable court costs shall be entitled to the prevailing party. These provisions shall survive termination of this Agreement.

Aqua Waste Repairs, Inc.

Signature:  Print Name & Title: Paula R. Sutton, (Date: **1/29/25**

The above prices, specifications and notes are satisfactory and are hereby accepted. You are authorized to do the work as described. I accept the payment terms. I am either duly sworn or have the authority to sign this binding contract.

Authorized Signature: _____ Print Name & Title: _____ Date: ___/___/___



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: November 10, 2025
SUBJECT: **Resolution Approving a Maintenance Memorandum of Agreement with the Florida Department of Transportation for the Lower Matecumbe Canals Culvert Project TAB 4**

Background:

Islamorada, Village of Islands (the "Village"), are taking steps necessary to improve water quality conditions within its canals and nearshore waters by carrying out a Canal Restoration Work Program. To this extent, the Village is currently moving forward with a canal restoration project within the canal network at the southern end of Lower Matecumbe Key. The project entails the installation of five culvert pipes under roadways to connect six of the dead-end canals. Four of the pipes will run underneath roadways within residential neighborhoods owned and maintained by the Village. The Village is also proposing to install a 295-foot long, 4-foot diameter, circular pipe ("culvert pipe") beneath the Overseas Highway at approximately mile marker (MM) 74, between Iroquois Drive to Palm Drive. The Overseas Highway is under the jurisdiction of the Florida Department of Transportation ("FDOT"), and therefore the FDOT require the execution of a Maintenance Memorandum of Agreement with the Village for this project.

Analysis:

Both the Village and the FDOT mutually recognize the need for entering into a Maintenance Memorandum of Agreement ("Agreement"; Attachment 1), designating and setting forth the Village's responsibilities with regards to the maintenance of the culvert pipe once installed. The Village and FDOT agree that the execution of the Agreement constitutes an assignment of all maintenance responsibilities pertaining to the culvert pipe within the project limit to the Village upon the FDOT's release of its contractor from further warranty work and responsibility.

Budget Impact:

There is no budget impact associated with the adoption of this Resolution.

Staff Impact:

The Village Environmental Resources Manager and Public Works Director would oversee and monitor any construction or maintenance in association with installation or maintenance of the culvert pipe. The Environmental Resource Manager and Public Works Director would also coordinate with the FDOT during construction.

Recommendation:

Staff recommends that the Village Council pass and adopt the proposed resolution, thereby approving the maintenance memorandum of agreement between the Florida Department of Transportation and the Village.

- Attachments:**
1. Resolution_MMOA with FDOT for Culvert (JJQ redline)
 2. Exhibit A_Islamorada 2024-C-692-00001 MMOA_IVOI sig

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING MEMORANDUM OF AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION WITH RESPECT TO A CULVERT PIPE BENEATH THE OVERSEAS HIGHWAY AND ASSOCIATED MAINTENANCE; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE MEMORANDUM OF AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE MEMORANDUM OF AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Florida Department of Transportation (“FDOT”) has jurisdiction over State Road 5 (Overseas Highway) from Iroquois Drive to Palm Drive, which is located within the limits of Islamorada, Village of Islands, Florida (the “Village”); and

WHEREAS, the VILLAGE, pursuant to Permit Number 2024-C-692-00001, will install a 295-foot long, 4-foot diameter, circular pipe beneath State Road 5 (Overseas Highway) at approximately mile marker (MM) 74, between Iroquois Drive to Palm Drive (the “Project”); and

WHEREAS, it is necessary to enter into the Memorandum of Agreement with FDOT for the Village to construct and maintain the Project (the “Agreement”); and

WHEREAS, the Village Council of Islamorada, Village of Islands (the “Village Council”), has determined that in the best interest of the Village and its residents to enter into the Agreement.

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

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

Section 2. Approval of Agreement. The Village Council hereby approves the Agreement for the 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 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. Authorization of Agreement Execution. The Village Manager is authorized to execute the Agreement 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

**FLORIDA DEPARTMENT OF TRANSPORTATION
CULVERT RESTORATION PROJECT
MAINTENANCE MEMORANDUM OF AGREEMENT
WITH
ISLAMORADA, VILLAGE OF ISLANDS**

This **AGREEMENT**, entered into on _____, 20____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Florida, hereinafter called the **DEPARTMENT**, and the **ISLAMORADA, VILLAGE OF ISLANDS**, a political subdivision of the State of Florida, hereinafter called the **VILLAGE**, and collectively referred to as the **PARTIES**.

RECITALS:

- A. The **DEPARTMENT** has jurisdiction over **State Road 5 (Overseas Highway) from Iroquois Drive to Palm Drive**, which is located within the limits of the **VILLAGE**; and
- B. The **VILLAGE**, pursuant to **Permit Number 2024-C-692-00001**, will install a 295-foot long, 4-foot diameter, circular pipe beneath State Road 5 (Overseas Highway) at approximately mile marker (MM) 74, between Iroquois Drive to Palm Drive, the limits of which are described in the attached Exhibit 'A' (the **PROJECT LIMITS**), which by reference shall become a part of this **AGREEMENT**; and
- C. It is the intent of the **PARTIES** for this **AGREEMENT** to supplement all existing Maintenance Memorandum of Agreement and existing Permits previously executed between the **DEPARTMENT** and the **CITY**; and
- D. The **PARTIES** to this **AGREEMENT** mutually recognize the need for entering into an agreement designating and setting forth the **VILLAGE'S** responsibilities with regards to the maintenance of the 295-foot long, 4-foot diameter, circular pipe within the **PROJECT LIMITS**; and
- E. The **VILLAGE**, by Resolution No. _____, dated _____, attached hereto as Exhibit 'B', which by reference shall become a part of this **AGREEMENT**, desires to enter into this **AGREEMENT** and authorizes its officers to do so.

NOW, THEREFORE, for and in consideration of the mutual benefits contained herein and other good and valuable consideration, the **PARTIES** covenant and agree as follows:

1. RECITALS

The recitals in this **AGREEMENT** are true and correct, and are incorporated herein by reference and made a part hereof.

2. DEPARTMENT RESPONSIBILITIES

The **PARTIES** agree that the execution of this **AGREEMENT** shall constitute an assignment of all maintenance responsibilities pertaining to the 295-foot long, 4-foot diameter, circular pipe (the **IMPROVEMENTS**) within the **PROJECT LIMITS** to the **VILLAGE** upon the **DEPARTMENT'S** release of its contractor from further warranty work and responsibility.

The **DEPARTMENT** may, at its sole discretion, perform periodic inspection of the **IMPROVEMENTS** to ensure that the **VILLAGE** is performing its duties pursuant to this **AGREEMENT**. The **DEPARTMENT** shall share with the **VILLAGE** its inspection findings, and may use those findings as the basis of its decisions regarding maintenance deficiencies, as set forth in Section 4 of this **AGREEMENT**.

3. VILLAGE'S RESPONSIBILITIES

So long as the **IMPROVEMENTS** remain in place, the **VILLAGE** shall be responsible for the maintenance of the same. The **VILLAGE** shall inspect and maintain the **PROJECT LIMITS** in accordance with all applicable **DEPARTMENT** guidelines, standards, and procedures, which shall include but shall not be limited to the Maintenance Rating Program Handbook, as may be amended from time to time. Additionally, when the **DEPARTMENT** does not have guidelines, standards, and procedures related to certain maintenance activities, the **VILLAGE** shall maintain the **PROJECT LIMITS** in accordance with Federal standards, guidelines, and procedures, as may be amended from time to time, and in accordance with the standards set forth in the Plans, in the Project Specifications, Special Provisions and all Manufacturer's and Vendor's maintenance recommendations. The **VILLAGE** shall ensure that any improvements comply with the terms of this **AGREEMENT** and meet the **DEPARTMENT'S** safety guidelines.

Address all issues related to embankment and pavement settlement, affecting the integrity of the roadway and nearby structures. If deformation of the roadway and roadsides are an eminent danger, the **VILLAGE** shall secure the areas impacted immediately after notification and make permanent repairs after timely coordinating solution with the **DEPARTMENT**.

Obtaining copies of all applicable rules, regulations, policies, procedures, guidelines, and manuals, and the Project Specification and Special Provisions, as may be amended from time to time.

Maintaining a service log of all maintenance operations that sets forth the date of the maintenance activity, the location that was maintained, and the work that was performed.

Submitting Lane Closure Requests to the **DEPARTMENT** when maintenance activities will require the closure of the sidewalk or a traffic lane in the **DEPARTMENT'S** Right-of-Way. Lane closure requests shall be submitted through the District Six Lane Closure Information System, to the **DEPARTMENT'S** area Permit Manager and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

When remedial action is required in accordance with the above requirements, the **VILLAGE** at its own expense shall complete all necessary repairs within thirty (30) days of the date the deficiency is identified.

Restore the **DEPARTMENT'S** property to its original condition every time repairs are completed. Remove and properly disposing of all discarded materials related to the repairs.

Paying for all maintenance, operational and electrical costs associated therewith.

4. MAINTENANCE DEFICIENCIES

If at any time it shall come to the attention of the **DEPARTMENT** that the **VILLAGE'S** responsibilities as established herein are not being properly accomplished pursuant to the terms of this **AGREEMENT**, the **DEPARTMENT** may, at its option, issue a written notice, in care of the **VILLAGE MANAGER**, to notify the **VILLAGE** of the maintenance deficiencies. From the date of receipt of the notice, the **VILLAGE** shall have a period of thirty (30) calendar days, within which to correct the

cited deficiency or deficiencies. Receipt is determined in accordance with Section 5 of this **AGREEMENT**.

If said deficiencies are not corrected within this time period, the **DEPARTMENT** may, at its option, proceed as follows:

- a. Maintain the **IMPROVEMENTS** or a part thereof and invoice the **VILLAGE** for expenses incurred; or
- b. Terminate this **AGREEMENT** in accordance with Section 7, remove any or all of the **IMPROVEMENTS** located within the **PROJECT LIMITS**, and charge the **VILLAGE** the reasonable cost of such removal.

5. NOTICES

All notices, requests, demands, consents, approvals, and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To the DEPARTMENT: Florida Department of Transportation
1000 Northwest 111 Avenue, Room 6205
Miami, Florida 33172-5800
Attn: District Maintenance Engineer

To the VILLAGE: Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036
Attention: Village Manager

Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.

6. REMOVAL, RELOCATION OR ADJUSTMENT OF THE IMPROVEMENTS

- a. The **PARTIES** agree that the **IMPROVEMENTS** addressed by this **AGREEMENT** may be removed, relocated or adjusted at any time in the future, at the **DEPARTMENT'S** sole discretion. In the event that the **DEPARTMENT** relocates or adjusts the **IMPROVEMENTS**, the **VILLAGE'S** maintenance responsibilities will survive the relocation or adjustment, as long as the materials remain within the **PROJECT LIMITS**.

7. TERMINATION

This **AGREEMENT** is subject to termination under any one of the following conditions:

- a. By the **DEPARTMENT**, if the **VILLAGE** fails to perform its duties under Section 3 of this **AGREEMENT**, following the thirty (30) days written notice, as specified in Section 4 of this **AGREEMENT**.
- b. In accordance with Section 287.058(1)(c), Florida Statutes, the **DEPARTMENT** shall reserve the right to unilaterally cancel this **AGREEMENT** if the **VILLAGE** refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the **VILLAGE** pertinent to this **AGREEMENT** which are subject to provisions of Chapter 119, of the Florida Statutes.
- c. If mutually agreed to by both parties, upon thirty (30) days advance notice. An agreement to terminate shall be valid only if made in writing and executed with the same formalities as this **AGREEMENT**.

8. TERMS

- a. The effective date of this **AGREEMENT** shall commence upon execution by the **PARTIES** and shall continue so long as the **IMPROVEMENTS** remain in place until termination as set forth in Section 7.
- b. E-Verify

The **VILLAGE** 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 Vendor/Contractor during the term of the contract; and
- ii. Expressly require any 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 subcontractor during the contract term.
(Executive Order Number 2011-02)

The **VILLAGE** shall insert the above clause into any contract entered into by the **VILLAGE** with vendors or contractors hired by the **VILLAGE** for purposes of performing its duties under this **AGREEMENT**.

- c. This writing embodies the entire **AGREEMENT** and understanding between the **PARTIES** hereto and there are no other agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
- d. This **AGREEMENT** shall not be transferred or assigned, in whole or in part, without the prior written consent of the **DEPARTMENT**.
- e. This **AGREEMENT** shall be governed by and constructed in accordance with the laws of the State of Florida. Any provisions of this **AGREEMENT** found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions of the **AGREEMENT**.
- f. Venue for any and all actions arising out of or in connection to the interpretation, validity, performance or breach of this **AGREEMENT** shall lie exclusively in a state court of proper jurisdiction in Leon VILLAGE, Florida.
- g. A modification or waiver of any of the provisions of this **AGREEMENT** shall be effective only if made in writing and executed with the same formality as this **AGREEMENT**.
- i. The section headings contained in this **AGREEMENT** are for reference purposes only and shall not affect the meaning or interpretation hereof.
- j. No term or provision of this **AGREEMENT** shall be interpreted for or against either Party because the Party or its legal representative drafted the provision.
- k. The **DEPARTMENT** is a state agency, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this **AGREEMENT** shall be deemed or otherwise interpreted as waiving the **DEPARTMENT's** sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

9. INDEMNIFICATION

Subject to Section 768.28, Florida Statutes, as may be amended from time to time, the **VILLAGE** shall promptly indemnify, defend, save and hold harmless the **DEPARTMENT**, its officers, agents, representatives and employees from any and all losses, expenses, fines, fees, taxes, assessments, penalties, costs, damages, judgments, claims, demands, liabilities, attorney's fees, (including regulatory and appellate fees), and suits of any nature or kind whatsoever caused by, arising out of, or related to the **VILLAGE'S** exercise or attempted exercise of its responsibilities as set out in this **AGREEMENT**, including but not limited to, any act, action, neglect or omission by the **VILLAGE**, its officers, agents, employees or representatives in any way pertaining to this **AGREEMENT**, whether direct or indirect, except that neither the **VILLAGE** nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence of the **DEPARTMENT**.

The **VILLAGE'S** obligation to indemnify, defend and pay for the defense of the **DEPARTMENT**, or at the **DEPARTMENT'S** option, to participate and associate with the **DEPARTMENT** in the defense and trial of any claim and any related settlement negotiations, shall be triggered immediately upon the **VILLAGE'S** receipt of the **DEPARTMENT'S** notice of claim for indemnification. The notice of claim for indemnification shall be deemed received if the **DEPARTMENT** sends the notice in accordance with the formal notice mailing requirements set forth in Section 5 of this **AGREEMENT**. The **DEPARTMENT'S** failure to notify the **VILLAGE** of a claim shall not release the **VILLAGE** of the above duty to defend and indemnify the **DEPARTMENT**.

The **VILLAGE** shall pay all costs and fees related to this obligation and its enforcement by the **DEPARTMENT**. The indemnification provisions of this section shall survive termination or expiration of this **AGREEMENT**, but only with respect to those claims that arose from acts or circumstances which occurred prior to termination or expiration of this **AGREEMENT**.

The **VILLAGE'S** evaluation of liability or its inability to evaluate liability shall not excuse the **VILLAGE'S** duty to defend and indemnify the **DEPARTMENT** under the provisions of this section. Only an adjudication or judgment, after the highest appeal is exhausted, specifically finding the **DEPARTMENT** was solely negligent shall excuse performance of this provision by the **VILLAGE**.

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

VILLAGE:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION:

BY: 
VILLAGE Manager

BY: _____
District Director of
Transportation Operations

ATTEST:  (SEAL)
VILLAGE Clerk

ATTEST: _____
Executive Secretary

LEGAL REVIEW:

BY: 
VILLAGE Attorney

BY: _____
District Chief Counsel



EXHIBIT 'A'

PROJECT LIMITS

Below are the limits of the **IMPROVEMENTS** to be maintained under this **AGREEMENT**.

State Road Number: State Road 5 (Overseas Highway)

Agreement Limits: Near Mile Marker 74
From Iroquois Drive to Palm Drive

County: Monroe

EXHIBIT 'B'

VILLAGE RESOLUTION

To be herein incorporated once ratified by the **VILLAGE** Council.



Council Communication

To: Mayor and Village Council
From: Alyssa Panzer, Grants and Environmental Coordinator
Date: November 10, 2025
SUBJECT: **Resolution Approving the 2025 Update of the Local Mitigation Strategy TAB 5**

Background:

The development of a hazard mitigation plan is a specific eligibility requirement for any local government applying for federal mitigation grant funds.

The Village originally adopted an LMS in 1999 and subsequently adopted 2005, 2010, 2015 and 2020 updates. Pursuant to Florida Administrative Code Section 9G-22, Monroe County must have a formal Local Mitigation Strategy (LMS) Working Group, and the LMS Working Group must review and update the LMS every five (5) years in order to maintain eligibility for mitigation grant program funds. The Village participated in the 2025 LMS Update (the "Update") effort along with the cities of Key West, Key Colony Beach, Layton, and Marathon, and a number of nonprofit organizations. Village staff that participated in the LMS Working Group included the Fire Chief, Director of Public Works, Environmental Resource Manager, Floodplain/CRS Coordinator, Planning Review Engineer, and Grants and Environmental Coordinator.

This plan provides a framework for all interested parties to work together toward mitigation. It establishes vision and guiding principles for reducing hazard risk and proposes specific mitigation actions to eliminate or reduce identified vulnerabilities.

Analysis:

The Update is intended to improve the process used to identify and manage mitigation initiatives that may minimize and reduce safety threats and damage to private and public property from natural, technological and societal hazards originating from all sources but especially from hurricanes, tornadoes, major rainfall, sea level rise, and other severe weather events.

The Update document is 563 pages in length and can be reviewed in full at this website link: https://www.monroecountyflms.com/assets/pdfs/Monroe%20County%20LMS_Final%20Draft_rev10152025.pdf

The pages attached as Attachment A to this Council Communications include Annex F to the LMS, which is specific to the Village.

Budget Impact:

Any initiative identified in the LMS shall be subject to and contingent upon budget approval, if required, which shall be at the discretion of the Village Council, and this Resolution shall not be interpreted so as to mandate any such appropriations.

Staff Impact:

Staff impact is limited to participating in the LMS Working Group and revising the LMS as updated.

Recommendation:

It is recommended that the Village Council adopt the proposed Resolution approving the adoption of the 2025 Update of the Local Mitigation Strategy as required by state and federal regulations to qualify for certain mitigation grant funding.

- Attachments:**
1. Resolution_Adoption of LMS 2025_111025
 2. Attachment A_Annex F_Islamorada Specific_2025 Monroe County LMS_Final Draft_

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ADOPTING THE 2025 UPDATE TO THE LOCAL MITIGATION STRATEGY AS REQUIRED BY STATE AND FEDERAL REGULATIONS IN ORDER TO QUALIFY FOR CERTAIN MITIGATION GRANT FUNDING; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village"), adopted a Local Mitigation Strategy (LMS) in 1999, with updates to the LMS in 2005, 2011, 2015, and 2020; and

WHEREAS, the Village has experienced hurricanes and other natural and human-caused hazardous events that pose risks to public health and safety and which may cause serious property damage; and

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended by the Disaster Mitigation Act of 2000, requires local jurisdictions to adopt mitigation plans in order to be eligible for post-disaster and pre-disaster grants to implement certain mitigation projects; and

WHEREAS, pursuant to Florida Administrative Code Section 27P-22, the County and municipalities must have a formal LMS Working Group and the LMS Working Group must review and update the LMS every 5 years to maintain eligibility for mitigation grant programs; and

WHEREAS, the National Flood Insurance Reform Act of 1994, the Flood Insurance Reform Act of 2004, as amended, requires local jurisdictions to adopt a mitigation plan to be eligible for grants to implement certain flood mitigation projects; and

WHEREAS, the planning process required by the State of Florida and the Federal Emergency Management Agency offers the opportunity to consider natural hazards and risks and to identify mitigation actions to reduce future impacts; and

WHEREAS, the State of Florida has provided federal mitigation funds to support the development of the Local Mitigation Strategy; and

WHEREAS, the 2025 Update of the Monroe County Local Mitigation Strategy was revised by the LMS Working Group composed of representatives of Monroe County, the cities of Key West, Key Colony Beach, Layton, Marathon, the Village of Islamorada, utilities, and nonprofit organizations (“2025 LMS Update”); and

WHEREAS, the 2025 LMS Update identifies mitigation initiatives that will improve the process used to identify and manage mitigation initiatives intended to minimize and reduce safety threats and damage to private and public property; and

WHEREAS, the 2025 LMS Update was made available to the public and public meetings were held on March 13, 2025, and July 1, 2025, to solicit questions and comments and to present the LMS; and

WHEREAS, the 2025 LMS Update was submitted to the Florida Division of Emergency Management and FEMA for review and minor revisions were made in response to comments; final approval by the State and FEMA will be issued after adoption.

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

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

Section 2. The 2025 LMS Update is adopted as an official plan of Islamorada, Village of Islands, contingent upon approval by the State and FEMA.

Section 3. Any initiative identified in the LMS shall be subject to and contingent upon budget approval, if required, which shall be at the discretion of the Village Council, and this Resolution shall not be interpreted so as to mandate any such appropriations.

Section 4. The Monroe County Emergency Management Department is directed to coordinate with appropriate departments and to perform the annual report requirements set forth in Florida Administrative Code Chapter 27P-22.004.

Section 5. The Clerk is directed to mail copies of this resolution to the Florida Division of Emergency Management and the FEMA Region 4 Office.

Section 6. **Effective Date.** This Resolution shall become effective upon the date of its adoption.

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Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

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

PASSED AND ADOPTED THIS ___ DAY OF _____, 2025.

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

F ISLAMORADA VILLAGE OF ISLANDS

F.1 ASSET INVENTORY

The Islamorada Village of Islands and the LMS Working Group provided a local inventory of critical facilities and community lifelines, which are a priority for mitigation planning and emergency management. Lifelines are the most fundamental services in the community that, when stabilized, enable all other aspects of society to function. Table F.1 provides a count of critical facilities by FEMA lifeline category in the Islamorada Village of Islands. Figure F-1 shows the locations of all critical facilities in Islamorada.

Table F.2 provides a detailed inventory of the critical facilities in Islamorada, indicating each facility’s FEMA lifeline category, flood zone, 1% annual chance flood depth, sea level rise, storm surge, and wildfire. More information on hazard vulnerability is provided in the hazard profiles.

Table F.1 - Critical Facilities, Islamorada Village of Islands

Facility Type	Count of Facility Type	Structure Value
Communications	0	\$0
Energy	2	\$17,839,784
Food, Hydration, Shelter	8	\$89,810,667
Hazardous Materials	0	\$0
Health and Medical	3	\$1,877,977
Safety and Security	12	\$57,334,259
Transportation	0	\$0
Water Systems	7	\$ 2,086,707
Total	32	\$ 169,899,327

Source: LMS Working Group, GIS Analysis

ANNEX F: ISLAMORADA VILLAGE OF ISLANDS

Figure F-1 - Critical Facilities, Islamorada Village of Islands



Source: LMS Working Group, GIS Analysis

ANNEX F: ISLAMORADA VILLAGE OF ISLANDS

Table F.2 - Critical Facilities Inventory, Islamorada Village of Islands

FEMA Lifeline	Facility Type	Address	Structure Value	Flood Depth	Flood Zone	Min Sea Level Rise	Min Storm Surge Cat.	High WUI Exposure	Fire Intensity
Safety and Security	Emergency Ops	82100 Overseas Highway	\$20,857,424.00	5.4	AE	NOAA 3ft	SS 100yr	-	0
Food, Hydration, Shelter	Emergency Ops	Plantation Yacht Harbor	\$1,613,267.00	7.5	AE	NIL	SS 100yr	-	0
Safety and Security	Emergency Ops	86800 Overseas Highway	\$3,314,699.00	-	X (Unshaded)	-	SS 500yr	-	2
Food, Hydration, Shelter	Emergency Ops	89951 Overseas Highway	\$34,533,314.72	-	X (Unshaded)	-	-	-	0
Energy	Energy	80571 Old Highway	\$41,842.00	0.0	AE	-	SS 500yr	-	0
Food, Hydration, Shelter	Emergency Ops	83400 Overseas Highway	\$4,186,011.00	3.5	AE	-	SS 100yr	-	0
Food, Hydration, Shelter	Emergency Ops	83400 Overseas Highway	\$1,004,360.88	1.1	AE	-	SS 100yr	-	0
Safety and Security	Emergency Ops	83400 Overseas Highway	\$2,659,012.13	0.8	AE	-	SS 100yr	-	0
Safety and Security	Government	53 Highpoint Road	\$6,432,000.38	0.0	AE	-	SS 500yr	-	0
Food, Hydration, Shelter	Health	73 High Point Road	\$4,089,291.83	0.1	AE	-	SS 100yr	-	0
Safety and Security	Government	88770 Overseas Highway	\$17,777,021.00	0.7	AE	-	SS 100yr	-	0
Safety and Security	Emergency Ops		-	-	X (Unshaded)	-	-	-	0
Safety and Security	Government	183 Palermo Drive	\$1,154,633.00	3.4	AE	-	SS 100yr	-	0
Safety and Security	Government		\$187,118.00	-	X (Unshaded)	-	SS 500yr	-	0
Energy	Government	88770 Overseas Highway	\$17,777,021.00	-	X (Shaded)	-	SS 100yr	-	0
Food, Hydration, Shelter	Emergency Ops	89901 Old Highway	\$34,848,196.00	0.0	AE	-	SS 500yr	-	0
Food, Hydration, Shelter	Emergency Ops	100 Lake Road	\$9,028,418.00	0.0	AE	-	SS 500yr	Direct Exposure	3
Food, Hydration, Shelter	Emergency Ops	87500 Overseas Highway	\$507,807.46	-	X (Shaded)	-	SS 100yr	-	0
Health and Medical	Health	48 Highpoint Road	\$1,941,709.22	3.4	AE	-	SS 100yr	-	0
Water Systems	Water	81830 Overseas Highway	\$331,345.53	-	X (Unshaded)	-	SS 500yr	-	0
Safety and Security	Government	81830 Overseas Highway	\$803,007.78	-	X (Shaded)	-	SS 500yr	-	0
Safety and Security	Emergency Ops	81850 Overseas Highway	\$643,440.36	-	X (Unshaded)	-	-	-	0

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FEMA Lifeline	Facility Type	Address	Structure Value	Flood Depth	Flood Zone	Min Sea Level Rise	Min Storm Surge Cat.	High WUI Exposure	Fire Intensity
Safety and Security	Emergency Ops	86800 Overseas Highway	\$3,314,699.00	-	X (Unshaded)	-	SS 500yr	-	0
Safety and Security	Emergency Ops	74070 Overseas Highway	\$191,204.00	4.6	AE	NIH	SS 100yr	-	0
Health and Medical	Emergency Ops	89990 Overseas Highway	\$263,682.00	2.2	AE	-	SS 100yr	-	0
Health and Medical	Emergency Ops	81850 Overseas Highway	\$643,440.36	-	X (Unshaded)	-	-	-	0
Water Systems	Waste	142 Sunshine Blvd	-	4.6	AE	-	SS 100yr	Direct Exposure	2
Water Systems	Waste	286 Gardenia St	\$64,920.05	3.4	AE	-	SS 100yr	-	0
Water Systems	Waste	103 Key Heights Dr	-	-	X (Unshaded)	-	SS 500yr	-	0
Water Systems	Waste	86800 Overseas Hwy	\$906,051.24	-	AE	-	SS 500yr	-	0
Water Systems	Waste	81953 Old Hwy	-	-	AE	-	SS 100yr	-	0
Water Systems	Waste	70 White Marlin Blvd	\$784,391.00	2.7	AE	-	SS 100yr	-	0

F.2 RISK ASSESSMENT

This section contains a summary of Islamorada’s asset inventory as well as hazard profile and vulnerability assessment for those hazards that are spatially defined and have variations in risk that could be evaluated quantitatively on a jurisdictional level. The hazards included in this section are: Flood, Sea Level Rise, Storm Surge, and Wildfire.

F.2.1 FLOOD

Table F.3 details the acreage of Islamorada’s total area by flood zone on the effective DFIRM; it also shows a comparison to the preliminary DFIRM released in December 2019. Nearly 93 percent of Islamorada falls within the mapped 1%-annual-chance floodplains; this would drop to approximately 90 percent on the 2019 preliminary maps. The data in this risk assessment is based off FEMA’s 2005 DFIRM. Figure F-2 reflects the effective mapped flood hazard zones for Islamorada while Figure F-3 displays the 2019 preliminary map.

Table F.3 – Flood Zone Acreage in Islamorada

Flood Zone	Effective DFIRM (2005)		Preliminary DFIRM (2019)		Change from Effective (acres)
	Acreage	Percent of Total (%)	Acreage	Percent of Total (%)	
AE	3,412.5	75.7%	3,538.3	78.5%	125.8
VE	755.6	16.8%	503.4	11.2%	-252.2
AO	0.0	0.0%	0.0	0.0%	0.0
0.2% Annual Chance Flood Hazard	144.1	3.2%	357.0	7.9%	212.9
Unshaded X	194.4	4.3%	107.9	2.4%	-86.5
Open Water	0.0	0.0%	0.0	0.0%	0.0
Total	4,506.6	100.0%	4,506.6	100.0%	0.0
SFHA Total	4,168.1	92.5%	4,041.8	89.7%	-126.3

Source: FEMA Effective DFIRM

Note: The differences between the effective FIRM and the preliminary FIRM are significant will likely still change. These details are provided here only as a comparison – all further flood analysis is based in the 2005 Effective DFIRM.

Table F.4 and Table F.5 provide building counts and estimated damages by occupancy type for the 1% annual chance flood event using both the effective and preliminary DFIRM. Figure F-4 and Figure F-5 display the effective and preliminary depth of flooding estimated to occur in these areas during the 1%-annual-chance flood.

ANNEX F: ISLAMORADA VILLAGE OF ISLANDS

Table F.4 - Estimated Building Damage and Content Loss, 1% Annual Chance Flood Effective DFIRM, Islamorada Village of Islands

Occupancy Type	Total Buildings with Loss	Total Value (Building & Contents)	Estimated Building Damage	Estimated Content Loss	Estimated Total Damage	Loss Ratio
Agriculture	0	\$0	\$0	\$0	\$0	0%
Commercial	600	\$737,500,997	\$14,927,694	\$49,892,178	\$64,819,872	9%
Educational	7	\$11,854,160	\$51,584	\$311,423	\$363,007	3%
Government	40	\$138,199,770	\$165,698	\$1,009,905	\$1,175,603	1%
Industrial	29	\$23,295,509	\$130,815	\$378,057	\$508,873	2%
Religious	13	\$16,410,732	\$23,214	\$175,326	\$198,539	1%
Residential	4,865	\$3,478,873,862	\$582,951,224	\$289,259,509	\$872,210,733	25%
Total	5,554	\$4,406,135,030	\$598,250,229	\$341,026,397	\$939,276,627	21%

Source: HAZUS, FEMA Effective DFIRM

Table F.5 - Estimated Building Damage and Content Loss, 1% Annual Chance Flood Preliminary DFIRM, Islamorada Village of Islands

Occupancy Type	Total Buildings with Loss	Total Value (Building & Contents)	Estimated Building Damage	Estimated Content Loss	Estimated Total Damage	Loss Ratio
Agriculture	0	\$0	\$0	\$0	\$0	0%
Commercial	10	\$27,492,958	\$102,883	\$301,117	\$404,001	1%
Educational	0	\$0	\$0	\$0	\$0	0%
Government	8	\$5,092,002	\$40,712	\$250,685	\$291,397	6%
Industrial	0	\$0	\$0	\$0	\$0	0%
Religious	0	\$0	\$0	\$0	\$0	0%
Residential	1,381	\$982,326,817	\$188,595,751	\$94,362,208	\$282,957,959	29%
Total	1,399	\$1,014,911,777	\$188,739,347	\$94,914,010	\$283,653,357	28%

Source: HAZUS, FEMA Preliminary

Table F.6 provides building counts and values for critical facilities by flood zone in the Islamorada Village of Islands.

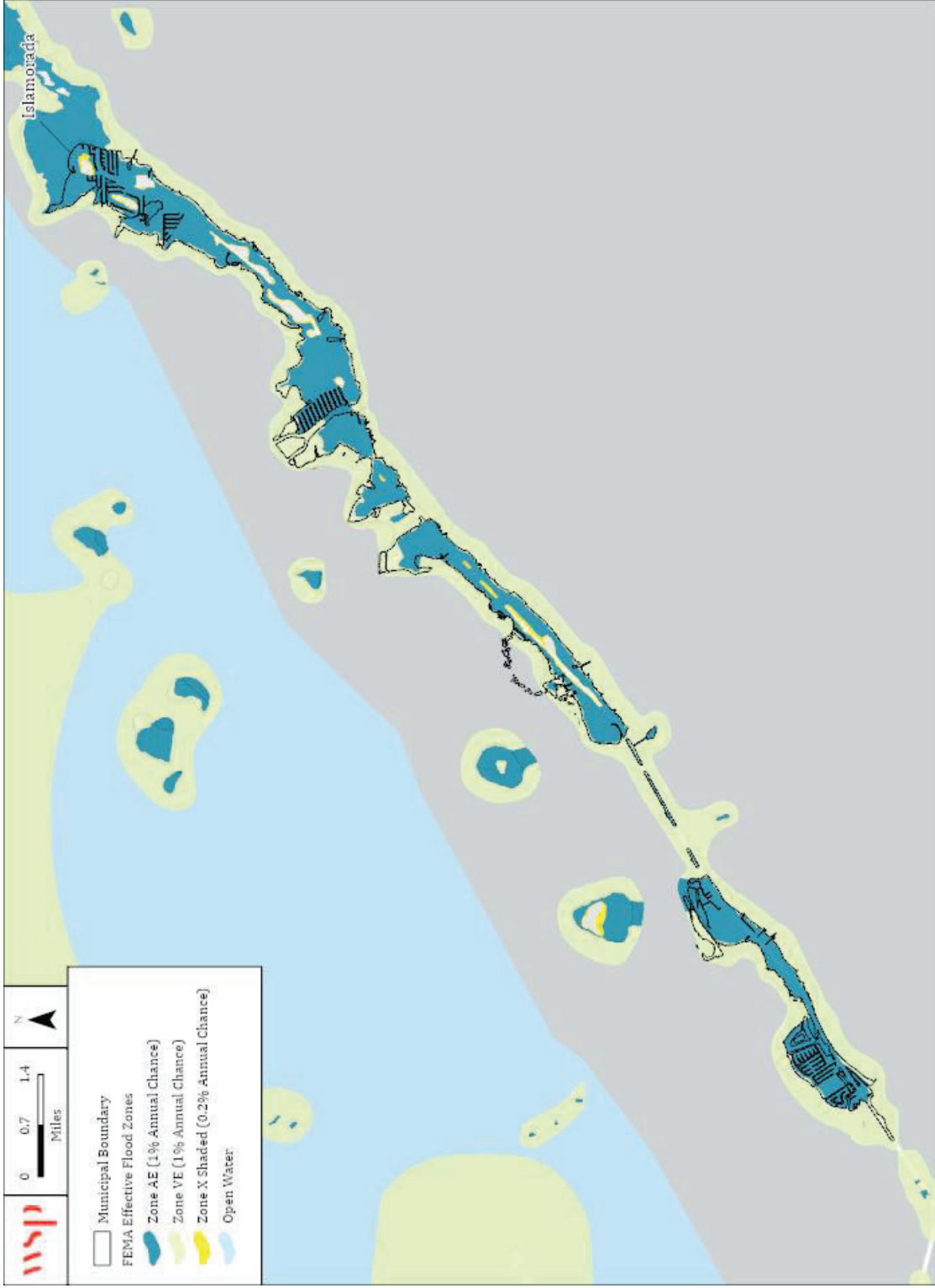
Table F.6 - Critical Facilities Exposed to Flooding, Islamorada Village of Islands

Flood Zone	Critical Facility Count	Structure Value
Zone AE	20	\$ 107,843,434.72
Zone X (500-year)	3	\$19,087,836.24
Zone X Unshaded	8	\$42,968,056.98
Total	31	\$ 169,899,327.95

Source: FEMA Effective DFIRM, LMS Working Group

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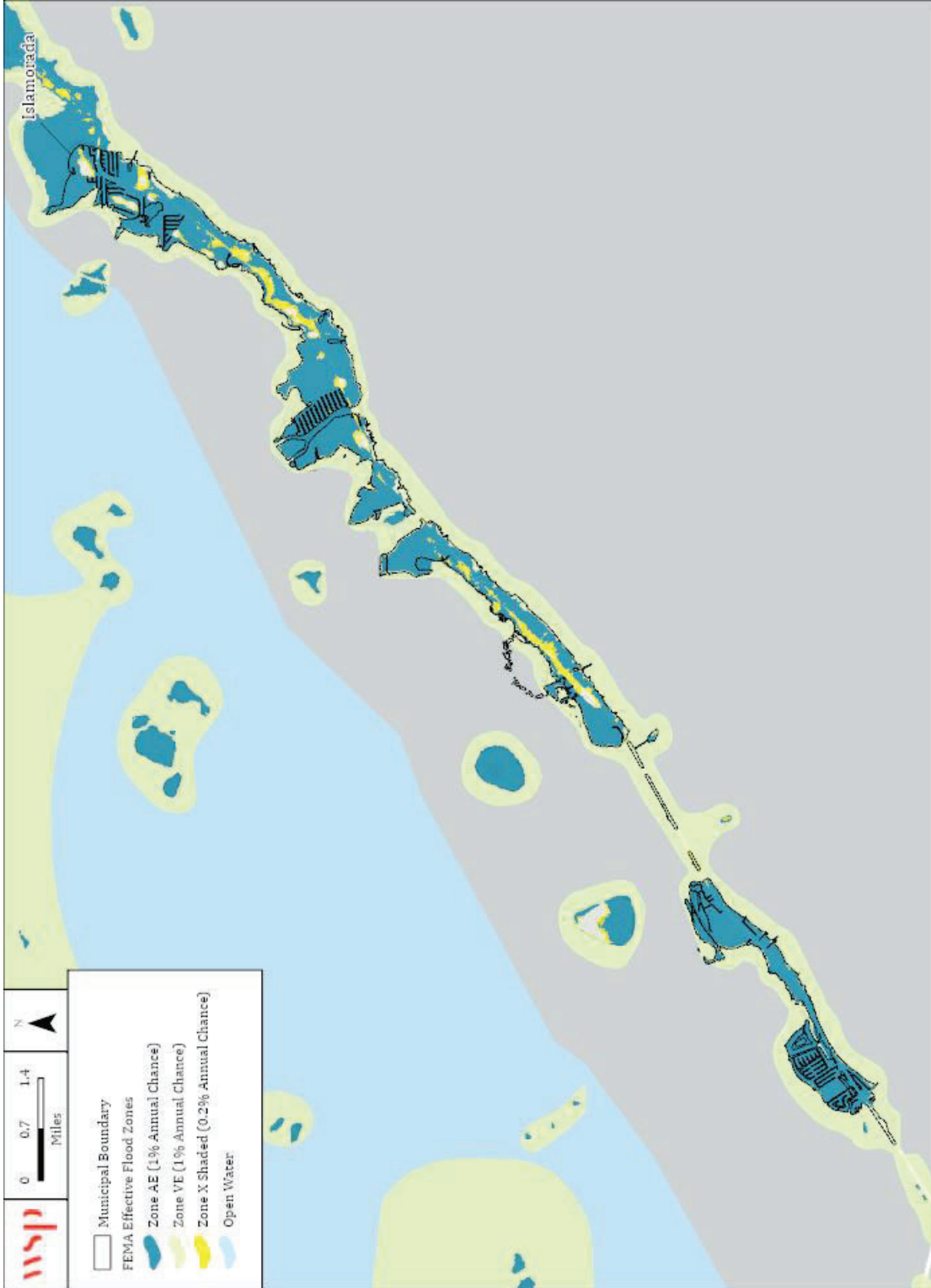
Figure F-2 – FEMA Flood Hazard Areas, Effective DFIRM, Islamorada Village of Islands



Source: FEMA Effective DFIRM

ANNEX F: ISLAMORADA VILLAGE OF ISLANDS

Figure F-3 – FEMA Flood Hazard Areas, Preliminary DFIRM, Islamorada Village of Islands



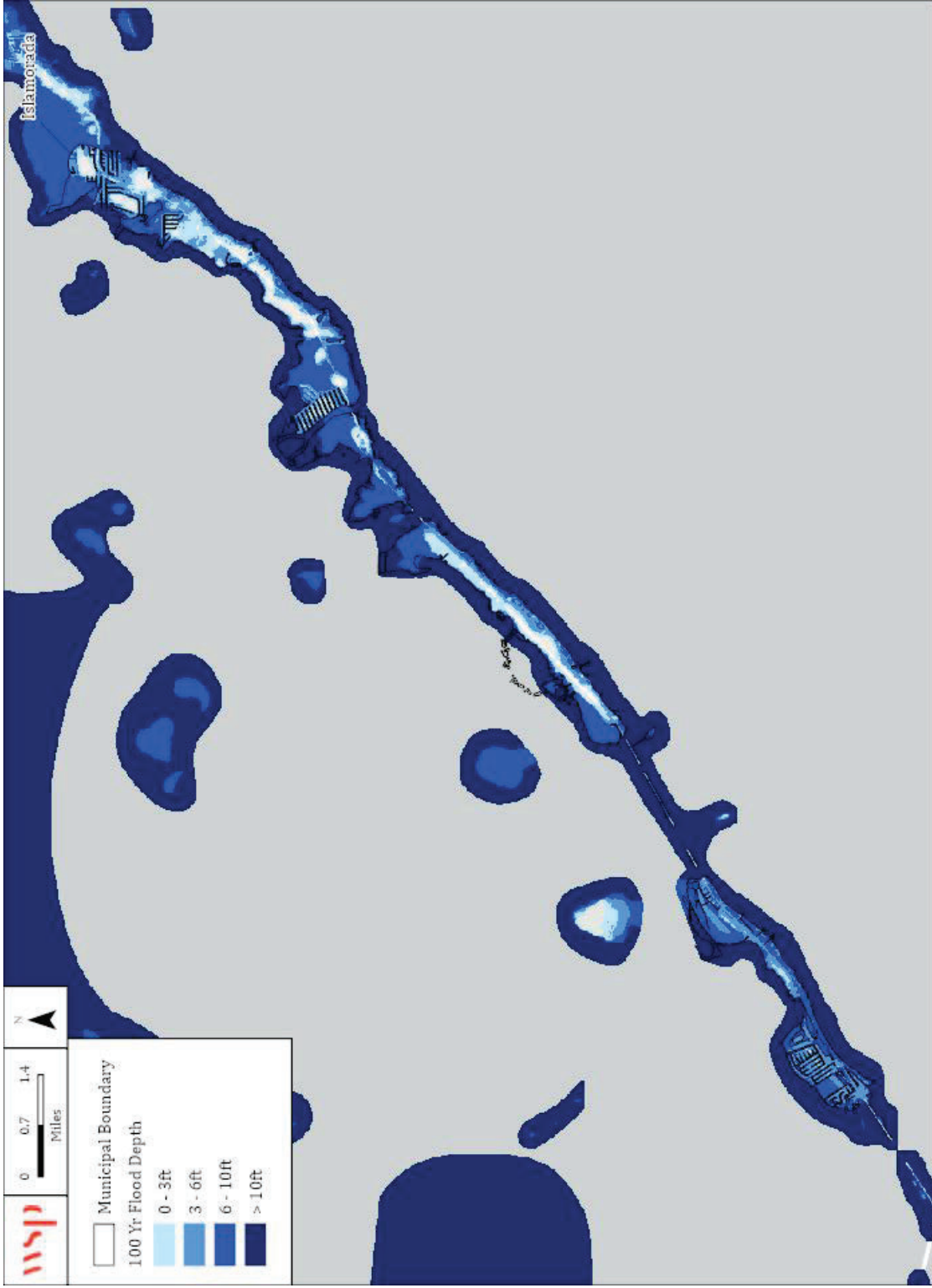
Source: FEMA Preliminary DFIRM

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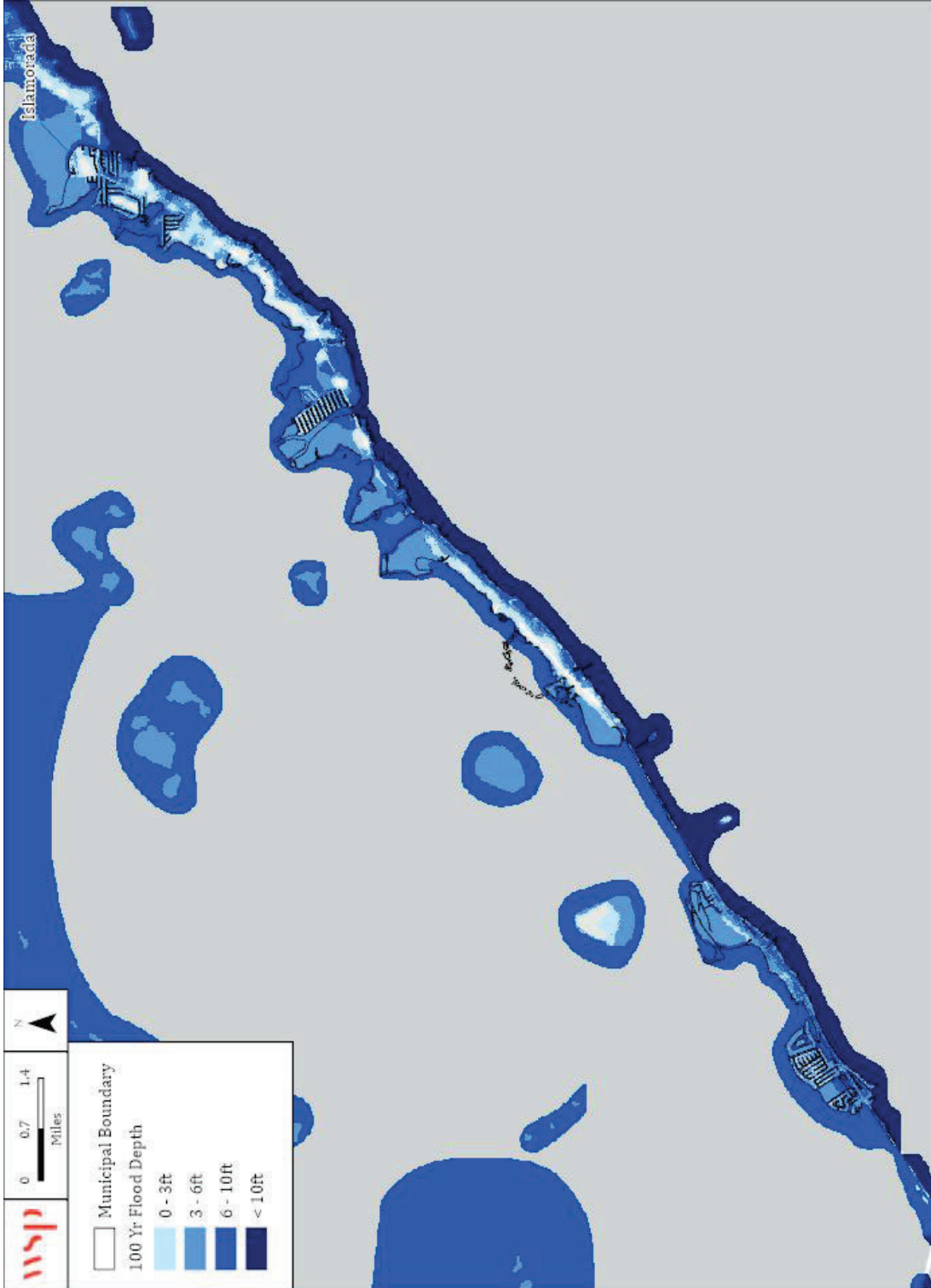
ANNEX F: ISLAMORADA VILLAGE OF ISLANDS

Figure F-4 – Flood Depth, 1%-Annual Chance Floodplain Effective DFIRM, Islamorada Village of Islands



Source: FEMA Effective DFIRM

Figure F-5 – Flood Depth, 1%-Annual Chance Floodplain Preliminary DFIRM, Islamorada Village of Islands



Source: FEMA Preliminary DFIRM

FLOODPLAIN MANAGEMENT

Islamorada Village of Islands joined the NFIP through regular entry in October 1998. The City is a participant in the Community Rating System and is a Class 6 community. The following tables reflect NFIP policy and claims data for the City categorized by structure type, flood zone, Pre-FIRM and Post-FIRM.

Table F.7 - NFIP Policy and Claims Data by Structure Type

Structure Type	Number of Policies in Force	Total Premium	Insurance in Force	Number of Closed Paid Losses	Total of Closed Paid Losses
Single Family	1,602	\$2,585,928	\$485,538,000	703	\$20,072,802.70
2-4 Family	125	\$145,102	\$29,856,000	40	\$959,902.14
All Other Residential	1,062	\$563,258	\$243,383,000	85	\$7,040,870.20
Non-Residential	256	\$1,426,280	\$122,993,000	253	\$22,267,927.12
Total	3,045	\$4,720,568	\$881,770,000	1,081	\$50,341,502.16

Source: FEMA Community Information System, accessed May 2025

Table F.8 - NFIP Policy and Claims Data by Flood Zone

Flood Zone	Number of Policies in Force	Total Premium	Insurance in Force	Number of Closed Paid Losses	Total of Closed Paid Losses
A01-30 & AE Zones	2,730	\$4,022,397	\$787,930,000	934	\$43,244,463.24
V01-30 & VE Zones	159	\$471,875	\$40,626,000	122	\$6,569,007.93
B, C & X Zone					
Standard	156	\$226,296	\$53,214,000	12	\$427,791.74
Preferred	0	\$0	\$0	13	\$100,239.25
Total	3,045	\$4,720,568	\$881,770,000	1,081	\$50,341,502.16

Source: FEMA Community Information System, accessed May 2025

Table F.9 - NFIP Policy and Claims Data Pre-FIRM

Flood Zone	Number of Policies in Force	Total Premium	Insurance in Force	Number of Closed Paid Losses	Total of Closed Paid Losses
A01-30 & AE Zones	635	\$2,047,386	\$185,003,000	579	\$37,677,610.42
V01-30 & VE Zones	27	\$158,698	\$7,678,000	71	\$4,195,599.48
B, C & X Zone					
Standard	36	\$63,930	\$12,843,000	14	\$275,984.56
Preferred	0	\$0	\$0	5	\$68,920.85
Total	698	\$2,270,014	\$205,524,000	664	\$42,149,194.46

Source: FEMA Community Information System, accessed May 2025

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Table F.10 – NFIP Policy and Claims Data Post-FIRM

Flood Zone	Number of Policies in Force	Total Premium	Insurance in Force	Number of Closed Paid Losses	Total of Closed Paid Losses
A01-30 & AE Zones	2,095	\$1,975,011	\$602,927,000	355	\$5,566,852.82
V01-30 & VE Zones	132	\$313,177	\$32,948,000	51	\$2,373,408.45
B, C & X Zone	120	\$162,366	\$40,371,000	11	\$252,046.43
Standard	120	\$162,366	\$40,371,000	3	\$220,728.03
Preferred	0	\$0	\$0	8	\$31,318.40
Total	2,347	\$2,450,554	\$676,246,000	417	\$8,192,307.70

Source: FEMA Community Information System, accessed May 2025

CONTINUED NFIP COMPLIANCE

Islamorada entered the NFIP when it incorporated in 1997 by adoption of an ordinance that complies with the requirement of the program. To continue compliance with the NFIP, the Village will:

- Enforce the adopted floodplain management ordinance, including reviewing all development proposals in the SFHA and enforcing the requirements of the ordinance, and inspecting both permitted development and unpermitted activities;
- Maintain records pertaining to floodplain development, including flood maps and Letters of Map Change, which shall be available for public inspection;
- Notify the public when there are proposed changes to the ordinance or FIRMs;
- Implement activities recognized by the NFIPs CRS; and
- Promote the purchase of NFIP flood insurance policies as financial protection;

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F.2.2 SEA LEVEL RISE

Table F.11 details the number of all buildings affected by sea level rise in the Islamorada Village of Islands following the NOAA sea level rise projections of intermediate low and intermediate high scenarios.

Table F.11 - All Buildings Affected by Sea Level Rise, Islamorada Village of Islands

Occupancy	Estimated Building Count	Structure Value	Estimated Content Value	Total Value
2040 NIL	2,057	1,087,285,617	605,981,179	1,495,980,796
Agriculture	0	\$0	\$0	\$0
Commercial	139	\$111,194,875	\$111,194,875	\$218,337,005
Education	0	\$0	\$0	\$0
Government	7	\$2,237,700	\$2,237,700	\$4,475,399
Industrial	9	\$4,512,392	\$6,768,587	\$11,280,979
Religious	2	\$2,219,383	\$2,219,383	\$4,438,766
Residential	1900	\$967,121,267	\$483,560,634	\$1,257,448,646
2040 NIH	3,021	1,579,159,152	899,882,199	2,107,998,210
Agriculture	0	\$0	\$0	\$0
Commercial	290	\$204,316,757	\$204,316,757	\$346,912,272
Education	2	\$1,487,904	\$1,487,904	\$2,975,807
Government	8	\$2,321,746	\$2,321,746	\$4,643,491
Industrial	12	\$4,721,989	\$7,082,984	\$11,804,973
Religious	5	\$3,034,861	\$3,034,861	\$6,069,722
Residential	2704	\$1,363,275,895	\$681,637,948	\$1,735,591,944

Source: HAZUS, NOAA, Monroe County Parcel Data

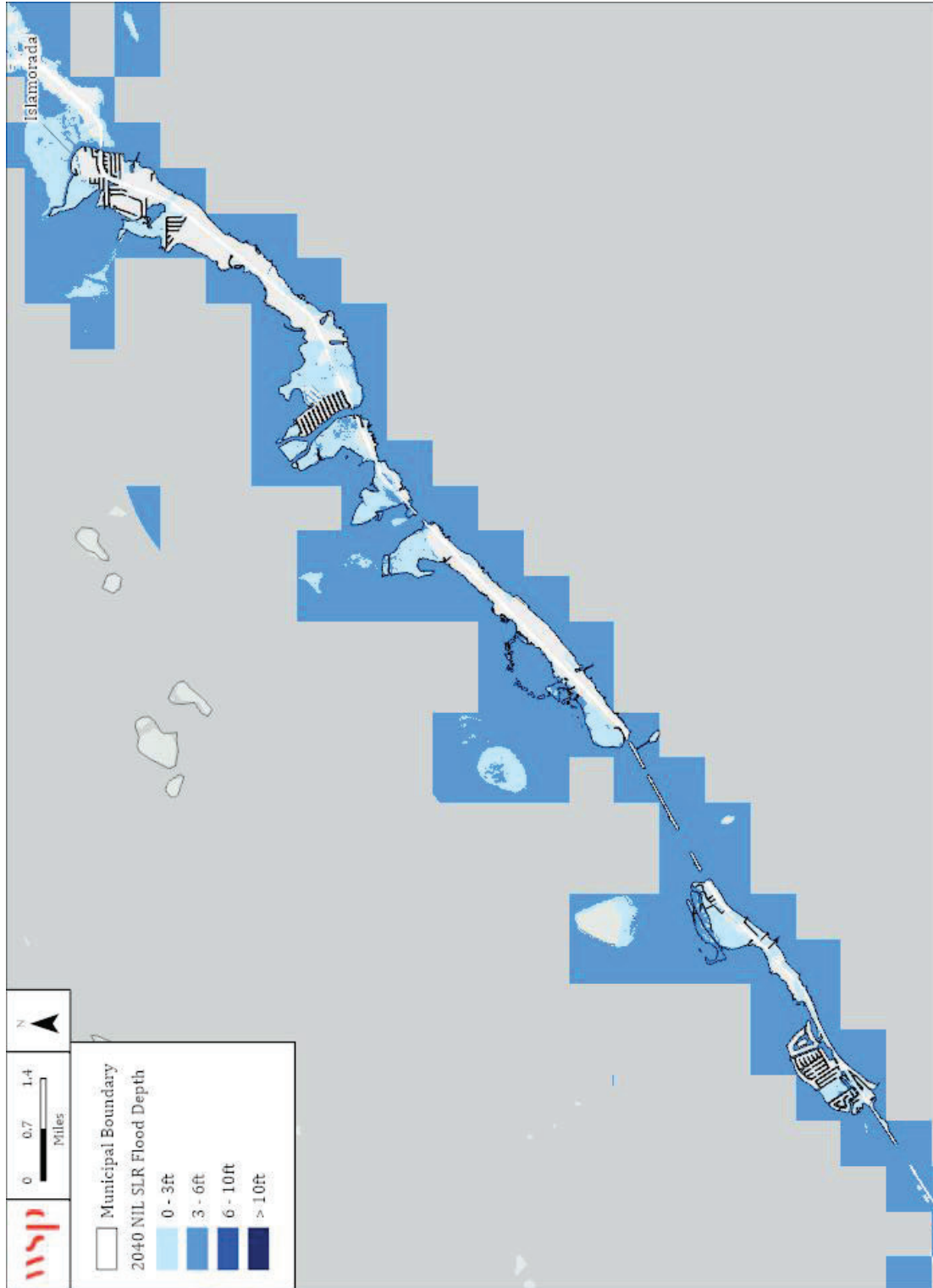
Figure F-6 and Figure F-7 display NOAA 2040 intermediate low and high sea level rise scenarios for the Islamorada Village of Islands. Table F.12 provides building counts and values for critical facilities by FEMA lifeline that are located in areas categorized with direct exposure to sea level rise based on NOAA intermediate low and high scenarios.

Table F.12 - Critical Facilities Exposed to Sea Level Rise, Islamorada Village of Islands

Highest Level of SLR	Critical Facility Count	Structure Value
2040 NIL	1	\$1,613,267.00
NOAA 3ft	1	\$20,857,424.00
2040 NIH	2	\$191,204.00
Total	4	\$22,661,895.00

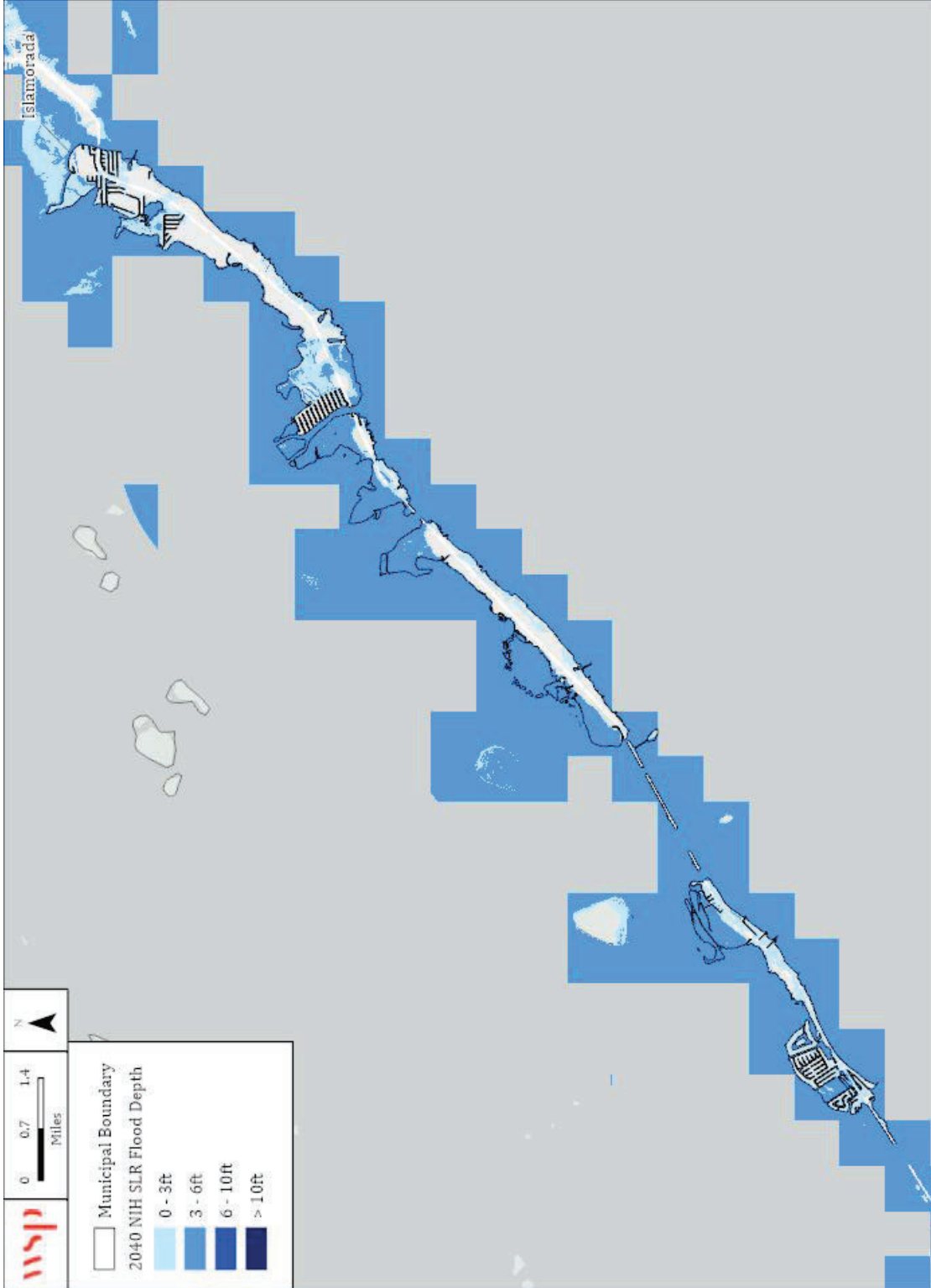
Source: NOAA, Monroe County LMS Working Group

Figure F-6 - NOAA 2040 Intermediate Low Sea Level Rise Scenario, Islamorada Village of Islands



Source: NOAA 2040 NIL, Monroe County Parcel Data

Figure F-7 – NOAA 2040 Intermediate High Sea Level Rise Scenario, Islamorada Village of Islands



Source: NOAA 2040 NIH, Monroe County Parcel Data

F.2.3 STORM SURGE

Table F.13 summarizes the number of buildings in Islamorada Village of Islands that will be impacted by 100-yr and 500-yr storm surge events. Figure F-8 shows potential storm surge inundation for a 100-yr storm surge event and Figure F-9 shows inundation for the 500-yr storm surge event.

Table F.13 – Storm Surge Exposure by 100-yr and 500-yr Event, Islamorada Village of Islands

Occupancy	Estimated Building Count	Structure Value	Estimated Content Value	Total Value
100yr	5,620	\$2,760,303,061	\$1,605,849,956	\$4,366,153,017
Agriculture	0	\$0	\$0	\$0
Commercial	629	\$382,233,262	\$382,233,262	\$764,466,523
Education	7	\$5,927,080	\$5,927,080	\$11,854,160
Government	37	\$34,468,736	\$34,468,736	\$68,937,473
Industrial	30	\$9,444,577	\$14,166,865	\$23,611,441
Religious	18	\$9,878,619	\$9,878,619	\$19,757,238
Residential	4,899	\$2,318,350,788	\$1,159,175,394	\$3,477,526,182
500yr	5,850	\$2,874,455,468	\$1,688,542,374	\$4,562,997,842
Agriculture	0	\$0	\$0	\$0
Commercial	664	\$391,945,667	\$391,945,667	\$783,891,334
Education	7	\$5,927,080	\$5,927,080	\$11,854,160
Government	49	\$75,988,762	\$75,988,762	\$151,977,524
Industrial	30	\$9,444,577	\$14,166,865	\$23,611,441
Religious	18	\$9,878,619	\$9,878,619	\$19,757,238
Residential	5,082	\$2,381,270,764	\$1,190,635,382	\$3,571,906,146

Source: FEMA, NOAA, Monroe County Parcels

Table F.14 provides building counts and values for critical facilities by FEMA lifeline that are located in areas categorized with direct exposure to storm surge based on 100 and 500-year storm surge events.

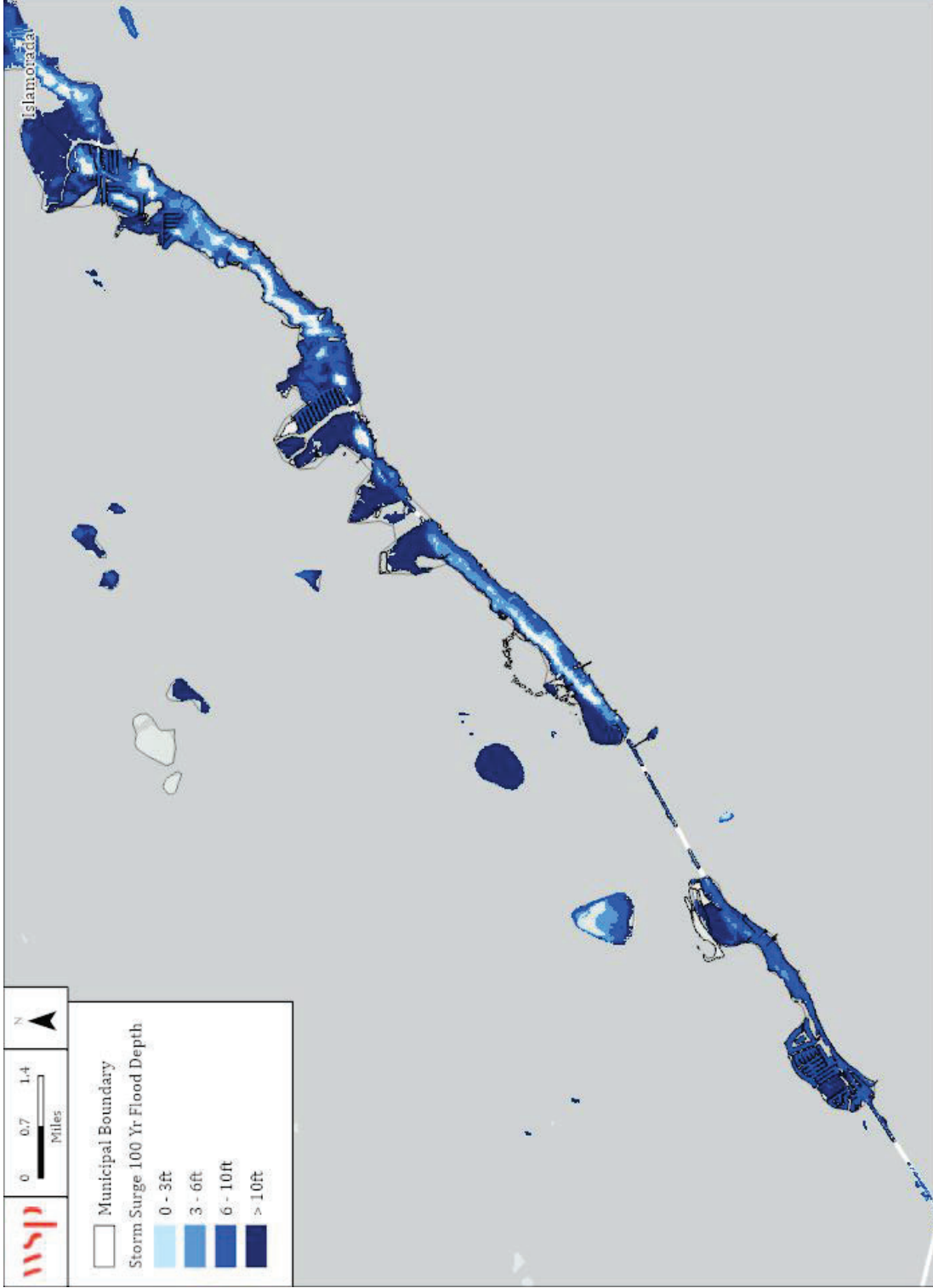
Table F.14 – Critical Facilities Exposed to Storm Surge, Islamorada Village of Islands

Storm Surge Category	Critical Facility Count	Structure Value
100-Year	17	\$74,871,755.56
500-Year	10	\$58,301,325.70
Total	27	\$133,173,081.26

Source: FEMA, NOAA, Monroe County LMS Working Group

ANNEX F: ISLAMORADA VILLAGE OF ISLANDS

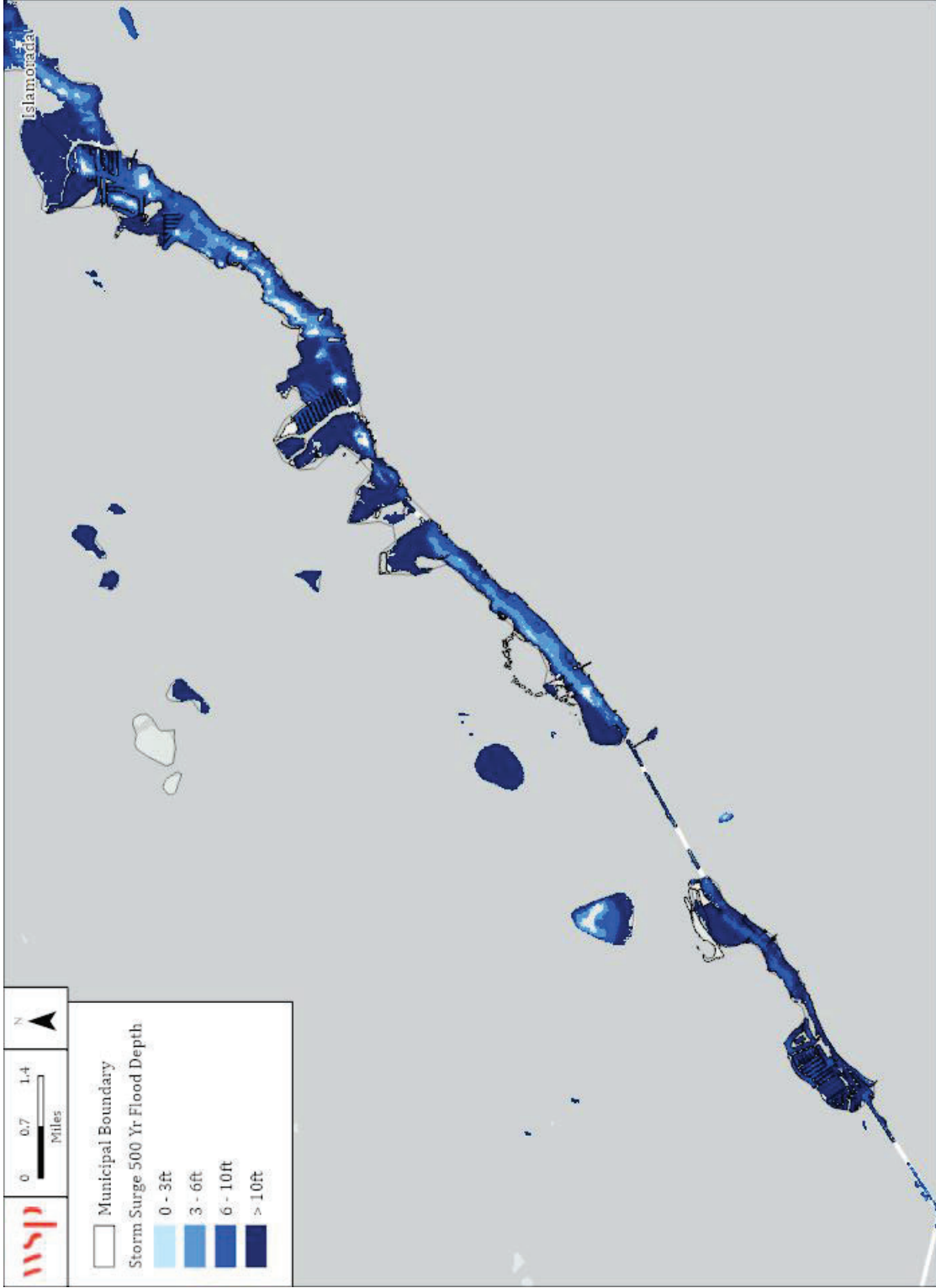
Figure F-8 – 100-Year Storm Surge Event Inundation, Islamorada Village of Islands



Source: NOAA

ANNEX F: ISLAMORADA VILLAGE OF ISLANDS

Figure F-9 - 500-Year Storm Surge Event Inundation, Islamorada Village of Islands



Source: NOAA

F.2.4 WILDFIRE

Table F.15 summarizes the acreage in the Islamorada Village of Islands that falls within the Functional Wildland Urban Interface (WUI), categorized into zones that describe the wildfire risk mitigation activities appropriate for each zone. Areas in the Functional WUI are those areas where development and building structures may intermix with burnable land cover. Approximately, 14 percent of Islamorada is categorized as having direct exposure to wildfire risk within the Functional WUI.

Table F.15 - Functional Wildland Urban Interface, Islamorada Village of Islands

	Functional Wildland Urban Interface (WUI) Category	Acres	Percent
	Direct Exposure	586	14%
	Indirect Exposure		
	Critical Fireshed	848	20%
	Sources of Ember Load to Buildings	727	17%
	Little to No Exposure	1,975	46%
	Water	130	3%
	Total	4,265	100%

Source: Southern Wildfire Risk Assessment

Figure F-10 depicts the WUI for Islamorada. Figure F-11 depicts Burn Probability based on landscape conditions, percentile weather, historical ignition patterns, and historical prevention and suppression efforts. Fire Intensity Scale, which indicates the potential severity of fire based on fuel loads, topography, and other factors, is depicted in Figure F-12.

Much of Islamorada is within the Functional WUI with some small clusters of direct exposure present along the outer edge. Where there is a rating for burn probability, scattered throughout the Village with WUI areas, it is very low; otherwise, much of the city is without a burn probability rating. There are small areas of higher characteristic fire intensity throughout the Village, but large swaths of the Village are not rated on the characteristic fire intensity scale.

Table F.16 provides building counts and values for critical facilities by FEMA lifeline that are located in areas categorized with direct exposure to wildfire risk on the Functional WUI scale.

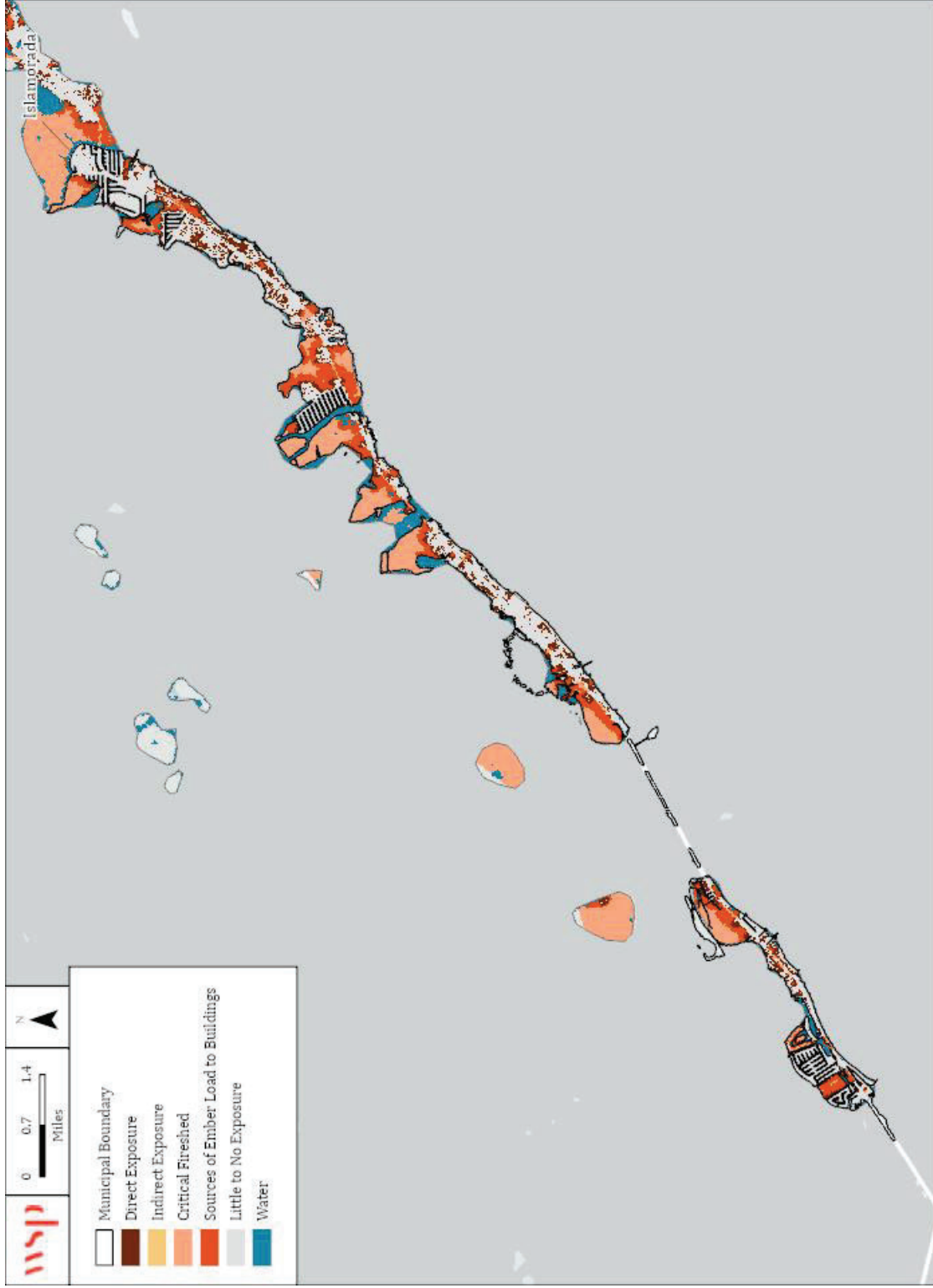
Table F.16 - Critical Facilities Exposed to Wildfire, Islamorada Village of Islands

Type	Critical Facility Count	Structure Value
Communications	0	\$0
Energy	0	\$0
Food, Hydration, Shelter	1	\$9,028,418.00
Hazardous Materials	0	\$0
Health and Medical	0	\$0
Safety and Security	0	\$0
Transportation	0	\$0
Water Systems	1	\$0
Total	2	\$9,028,418.00

Source: Southern Wildfire Risk Assessment, Monroe County LMS Working Group

ANNEX F: ISLAMORADA VILLAGE OF ISLANDS

Figure F-10 – Functional Wildland Urban Interface, Islamorada Village of Islands



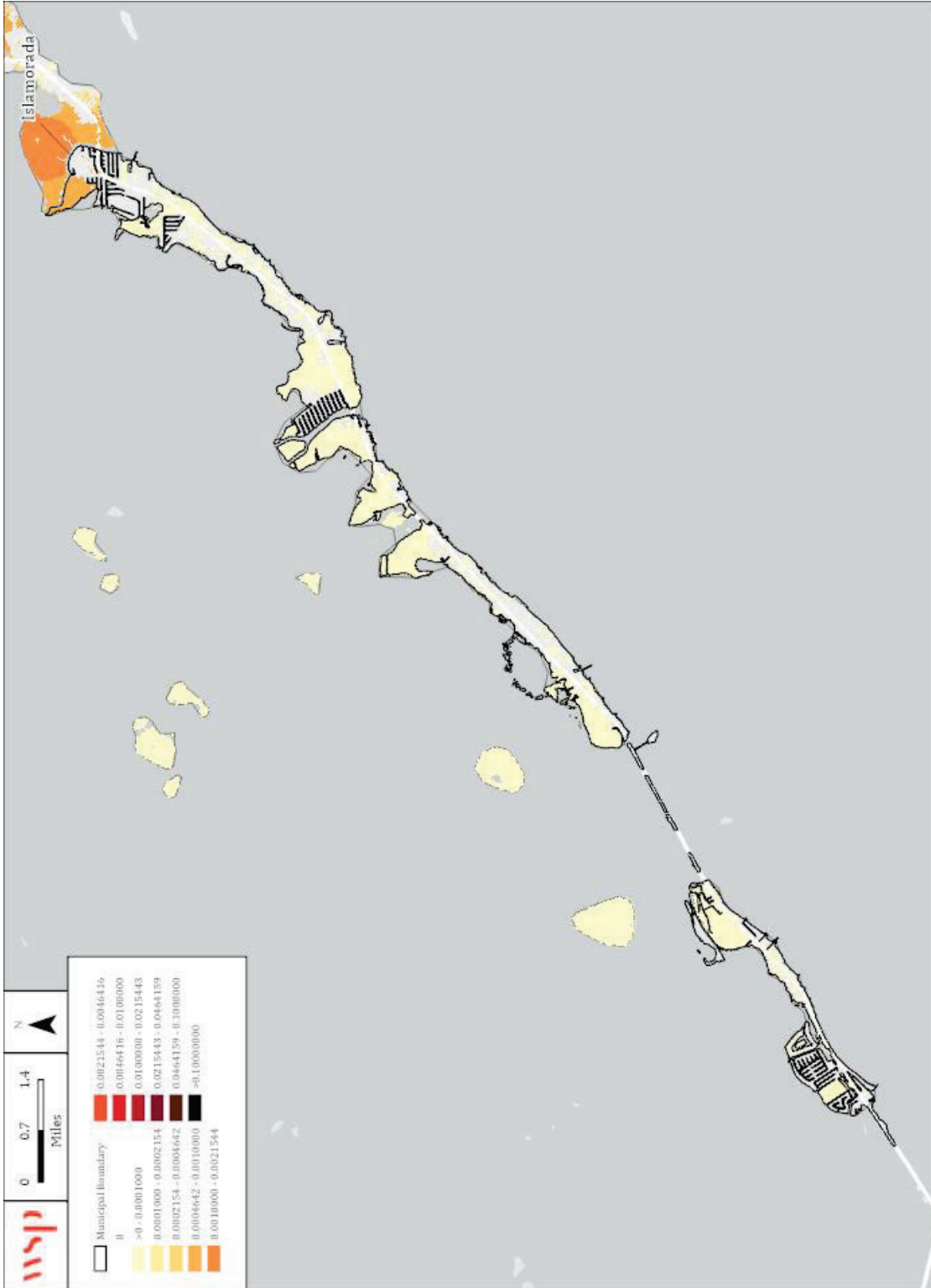
Source: Southern Wildfire Risk Assessment

Monroe County, FL
Multi-Jurisdictional Local Mitigation Strategy

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ANNEX F: ISLAMORADA VILLAGE OF ISLANDS

Figure F-11 - Burn Probability, Islamorada Village of Islands

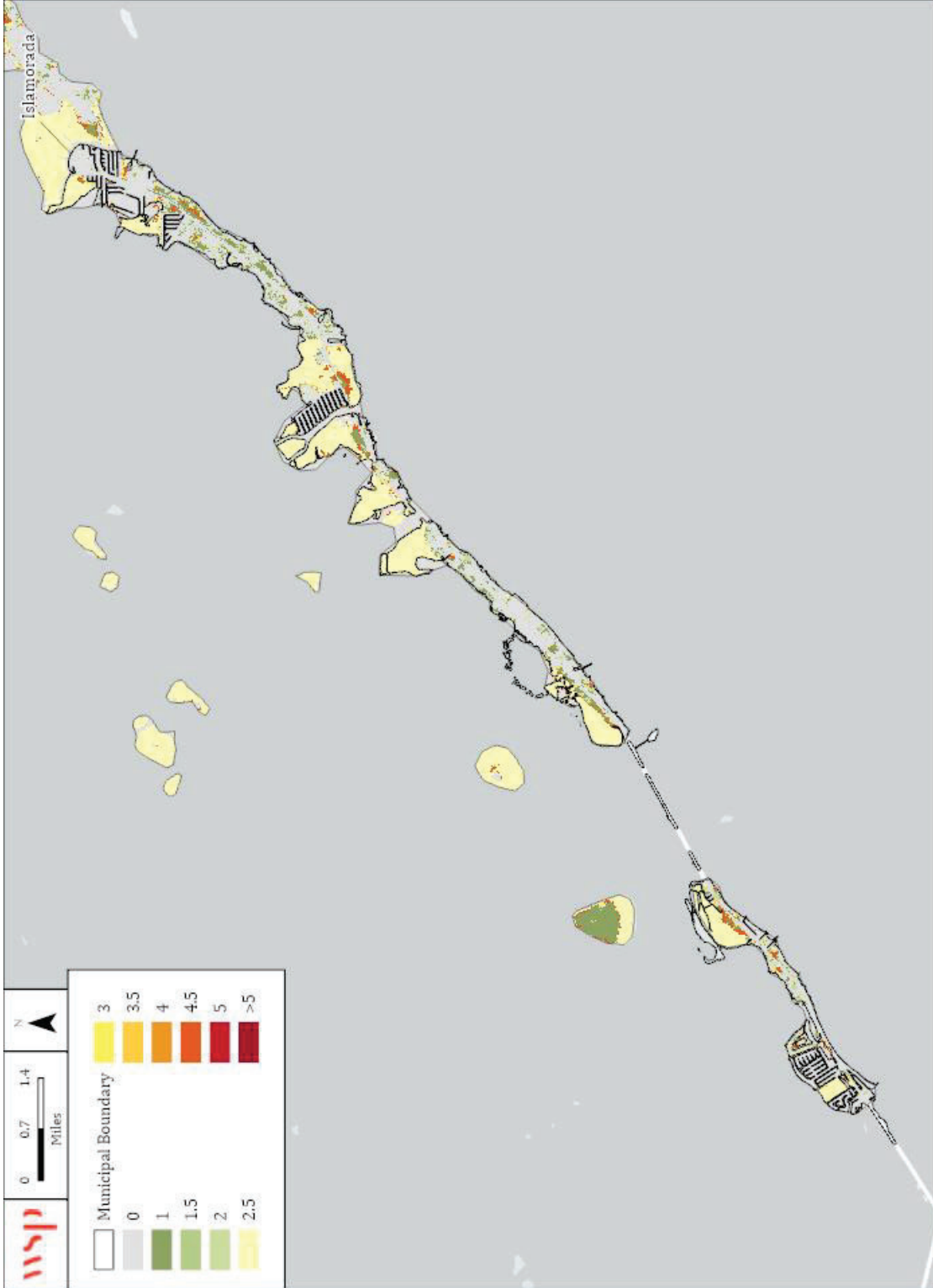


Source: Southern Wildfire Risk Assessment

Monroe County, FL
Multi-Jurisdictional Local Mitigation Strategy

ANNEX F: ISLAMORADA VILLAGE OF ISLANDS

Figure F-12 - Potential Fire Intensity, Islamorada Village of Islands



Source: Southern Wildfire Risk Assessment

Monroe County, FL
Multi-Jurisdictional Local Mitigation Strategy

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ANNEX F: ISLAMORADA VILLAGE OF ISLANDS

F.3 MITIGATION STRATEGY

Action #	Jurisdiction(s)	Action Description	Hazard(s) Addressed	Goal & Objective Addressed	Priority	Mitigation Category	Lead Agency / Department	Cost Estimate	Potential Funding Source	Implementation Timeline	2025 Status	2025 Implementation Status Comments
1	Monroe County and Municipalities	Support efforts in Monroe County to address the potential negative impacts related to climate change, including sea level rise. Monroe County is the most vulnerable partner that participates in the SE FL Compact with respect to climate change induced sea level increases. Critical resources like the primary source of drinking water as well as homes, businesses, and infrastructure are directly at risk. The LMS should actively support its own Climate Change action plans (Monroe County and Key West) and support the implementation of a Regional Collaborative Climate Action Plan with the neighboring counties through the Southeast Florida Regional Climate Compact to address the impacts of sea level rise and other related climate change impacts	Sea Level Rise	3	H	Prevention	County/Jurisdictional Planning and Engineering Departments	Less than \$10,000	Staff Time	2025 - 2030	Carry Forward (Provide Update)	This is an ongoing collaboration. This county and municipalities continue to participate in the SE FL Compact and Climate Change Planning by attending summits and supporting initiatives. This includes incorporating Sea Level Rise projections into this plan.
2	Monroe County and Municipalities	Verify Repetitive Loss Property Data - Monroe County and municipalities that participate in the CRS will verify the repetitive loss property data obtained from FEMA. The NFIP maintains	Flood	1, 2	H	Prevention, Public Education	County/Jurisdictional Floodplain Management	\$10,000 to \$50,000	Staff Time	2020-2025	Carry Forward (Provide Update)	This action is ongoing in the communities with identified repetitive loss properties. Data verification

ANNEX F: ISLAMORADA VILLAGE OF ISLANDS

Action #	Jurisdiction(s)	Action Description	Hazard(s) Addressed	Goal & Objective Addressed	Priority	Mitigation Category	Lead Agency / Department	Cost Estimate	Potential Funding Source	Implementation Timeline	2025 Status	2025 Implementation Status Comments
3	Monroe County and Municipalities	records of past flood insurance claims and tracks properties that have received multiple claims. These properties and similarly situated buildings present likely opportunities for mitigation. Verifying the data serves two purposes: it helps the NFIP improve its records, and it helps identify Repetitive Loss Areas. Prepare Repetitive Loss Area Maps - Monroe County and municipalities that prepare Repetitive Loss Area Analyses will identify repetitive loss areas within their jurisdiction using the methods described in FEMA/CRS guidance. Identification of Repetitive Loss Areas helps identify property owners who may be interested in reducing their exposure and working with the communities to seek mitigation funds.	Tropical Cyclones, Flood, Sea Level Rise	2	M	Property Protection	County Emergency Management Department with Jurisdictional Representatives	\$5,225,000	HMGP, BRIC, FMA, CDBG-DR	5 years	Carry Forward (Provide Update)	occurs annually and repetitive loss area maps are updated upon request.
4	Monroe County and Municipalities	Wind Retrofit of County Facilities	Severe Storms and Tornadoes,	2	M	Property Protection	Monroe County Public Works	\$8,837,280	HMGP, BRIC, HLMP	1 - 5 years	Carry Forward (Provide Update)	On going upgrades to apartments. Final project will be to

ANNEX F: ISLAMORADA VILLAGE OF ISLANDS

Action #	Jurisdiction(s)	Action Description	Hazard(s) Addressed	Goal & Objective Addressed	Priority	Mitigation Category	Lead Agency / Department	Cost Estimate	Potential Funding Source	Implementation Timeline	2025 Status	2025 Implementation Status Comments
			Tropical Cyclones									build new apartment buildings by 2028
5	Monroe County and Municipalities	County-wide Road Elevation and Drainage Improvements (Phase 1 of 2)	Tropical Cyclones, Flood, Sea Level Rise	2	M	Structural Projects	Monroe County Roads and Bridges ; Monroe County Public Works	\$367,200,000	HMGP, BRIC, FMA, CDBG-MIT	5 years	Carry Forward (Provide Update)	Road Elevation projects in progress
6	Monroe County and Municipalities	Natural Resources Adaptation Plan	Flood, Sea Level Rise, Tropical Cyclones	2, 3	H	Prevention, Natural Resource Protection	Monroe County Planning and Environmental Resources	\$142,000	BRIC, HMPG	3 Years	Carry Forward (Provide Update)	80% complete
7	Monroe County and Municipalities	Engine generators at Water Treatment Plant	All	2	M	Structural Projects	FKAA	\$1,500,000	HMGP, BRIC, HLMP, CDBG	1 - 3 years	Carry Forward (Provide Update)	This project is currently in the bidding phase.
8	Monroe County and Municipalities	Hospital Hardening: Evaluate/identify necessary improvements needed to retrofit hospital facilities and perform needed retrofits to mitigate storm damages. Facilities include: Lower Keys Health Systems, De Poo Hospital, Fisherman's Hospital, Mariners' Hospital, Nursing Homes (including Bayshore Manor)	All	2	M	Property Protection	LKMC/Baptist Health/Monroe County	Over \$1,000,000	HMGP, BRIC, CDBG-MIT, HLMP	5 - 10 years	Carry Forward (Provide Update)	No progress
9	Monroe County and Municipalities	Marathon Potable Water Pump Station Mitigation	Flood, Sea Level Rise, Tropical Cyclones	2	H	Structural Projects	FKAA	\$3,000,000.00	DEP - Resilient Florida	2 years	New	
10	Monroe County and Municipalities	Decentralized Wastewater Treatment Project	Flood, Sea Level Rise, Tropical Cyclones	2	H	Structural Projects	FKAA	\$450,000.00	DEP - Water Quality Improvements	2 years	New	
11	Monroe County and Municipalities	Plantation Key Transmission Main	Flood, Sea Level Rise,	2	H	Structural Projects	FKAA	\$1,750,000.00	DEP - Rep Gimenez Request	2 years	New	

ANNEX F: ISLAMORADA VILLAGE OF ISLANDS

Action #	Jurisdiction(s)	Action Description	Hazard(s) Addressed	Goal & Objective Addressed	Priority	Mitigation Category	Lead Agency / Department	Cost Estimate	Potential Funding Source	Implementation Timeline	2025 Status	2025 Implementation Status Comments
21	Monroe County, Marathon, Islamorada, Key Colony Beach, Layton	Self-Supporting Transmission Poles	Tropical Cyclones All	2	M	Structural Projects	FKEC	\$6,000,000	HMGP, BRIC, FMA	1 - 5 years	Carry Forward (Provide Update)	Awaiting FDEM approval
34	Islamorada, Key Colony Beach, Key West, Layton, Marathon	Evaluate protective measures for critical infrastructure and facilities to protect against dynamic hazards including flood, wind, sea level rise, and strong storms. Critical facilities provide services that the whole community depends on for basic functioning. The communities will evaluate the need for protecting critical facilities and infrastructure and address as needed.	All	2	M	Property Protection, Prevention	Jurisdiction Engineering/Public Works	\$10,000 to \$50,000	Staff Time	1 - 5 years	Carry Forward (Provide Update)	Completed flood protection project - elevated breakwater, protected marina office. Continue to pursue additional projects. Adaptation action Plan is underway and will identify new opportunities.
190	Islamorada	Emergency Back-up Power for Critical Facilities	All	2	H	Property Protection	Islamorada Public Works	\$500,000	HMGP, BRIC	1 - 5 years	Carry Forward (Provide Update)	Still in progress. One station has received a generator, the other is pending.
191	Islamorada	Flood-proofing for Fire Stations (3)	Tropical Cyclones, Flood, Sea Level Rise	2	M	Property Protection	Islamorada Fire Rescue; Islamorada Public Works	\$300,000	HMGP, BRIC, FMA	1 - 5 years	Carry Forward (Provide Update)	Still in progress. Project is in design phase.
192	Islamorada	Wastewater System Mitigation	All	2	M	Property Protection	Islamorada Wastewater Utility; Islamorada Public Works	\$600,000	HMGP, BRIC, FMA	1 - 5 years	Carry Forward (Provide Update)	Still in progress. 4 out of 6 station have been completed.
193	Islamorada	Fire Station 20 FEMA 361 Saferoom for First Responders	All	1, 2, 3	M	Emergency Services	Islamorada Public Works	\$6,000,000	HMGP, BRIC, FMA	1 - 5 years	Carry Forward	In process. Combined with floodproofing for

ANNEX F: ISLAMORADA VILLAGE OF ISLANDS

Action #	Jurisdiction(s)	Action Description	Hazard(s) Addressed	Goal & Objective Addressed	Priority	Mitigation Category	Lead Agency / Department	Cost Estimate	Potential Funding Source	Implementation Timeline	2025 Status	2025 Implementation Status Comments
194	Islamorada	Overseas Highway/ Sea Oats Beach Flood and Erosion Protection	Tropical Cyclones, Flood, Sea Level Rise, Coastal Erosion	2	H	Structural Projects, Natural Resource Protection	Islamorada Public Works	\$10,000,000	HMGP, BRIC, FMA	1 - 5 years	(Provide Update) Carry Forward (Provide Update)	one station. In design phase. FDOT completed this project, but ongoing work is likely
195	Islamorada	Become Storm Ready Community	All	1	H	Emergency Services, Public Education	Islamorada Development Services	\$10,000	Staff Time	2 - 3 years	New	



Council Communication

To: Mayor and Village Council
From: Maria Bagiotti, Founders Park Director
Date: November 10, 2025
SUBJECT: **Resolution Approving Fiscal Year 2025–2026 Expenditures from Commercial Energy Specialist, LLC. TAB 6**

Background:

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

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

Analysis:

The anticipated amount of the Purchases that will be required from CES during Fiscal Year 2025-2026 is \$80,000.00. Adoption of the proposed resolution would approve the Purchases in an amount not to exceed \$80,000.00 and approve a waiver of competitive bidding for the Purchases.

Budget Impact:

Payments to CES are reflected in the Operating Supplies account in the Parks & Recreation Operating Budget in the General Fund. The FY 2025-2026 proposed budget for Parks & Recreation Operating Supplies is \$218,000.00 and includes \$80,000.00 for the purchase of supplies from CES.

Staff Impact:

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

Recommendation:

Staff recommends that the Village Council adopt the proposed resolution thereby approving Fiscal Year 2025-2026 expenditures for Purchases from CES and approving a waiver of competitive bidding.

- Attachments:**
1. 25_11_10 Commercial Energy Specialists_FY25-26_Purchases-final
 2. CES Sole Source 2025

RESOLUTION NO. 25-11

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2025-2026 EXPENDITURES FROM COMMERCIAL ENERGY SPECIALISTS, LLC. TO PROVIDE AQUATIC FACILITY SUPPLIES AND SERVICES TO THE PARKS AND RECREATION DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

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

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

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

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

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

WHEREAS, the Village Council finds that approval of Fiscal Year 2025-2026 not to exceed amount of \$80,000.00 for such purchases from CES and a waiver of competitive bidding is in the best interest of the Village.

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

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

Section 2. Approval of Fiscal Year Expenditures. The Village Council hereby approves an amount not to exceed Eighty Thousand Dollars (\$80,000.00) during Fiscal Year 2025-2026 for Purchases from the CES.

Section 3. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village’s Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds for the Purchases from CES in an amount not to exceed \$80,000.00 during Fiscal Year 2025-2026.

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

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

Motion to adopt by _____, second by _____.

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

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

PASSED AND ADOPTED THIS 10TH DAY OF NOVEMBER, 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



solenis.com

January 21, 2025

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

To whom it may concern,

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

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

Sincerely,

Ed Barney

Commercial Sales Manager

Solenis LLC

lbarney@solenis.com

860-559-4599

Solenis LLC
1400 Bluegrass Lakes Parkway • Alpharetta, GA 30004



Council Communication

To: Mayor and Village Council
From: Maria Bagiotti, Founders Park Director
Date: November 10, 2025
SUBJECT: **Acceptance of the Founders Park Master Plan as the Completed and Final Work Product Prepared by Miller Legg TAB 7**

Background:

Founders Park is the center of the Village's Park system. Located at 87000 Overseas Highway, the 42-acre park offers open space and a full suite of amenities for residents and visitors. The purchase of the Founders Park property was a significant undertaking by the inaugural Village Council soon after incorporation of the Village on December 31, 1997. Over the years, the Village has made significant improvements and constructed amenities in the park, continuing to make necessary enhancements based on community input as well as industry and maintenance standards. Based on various demands for new facilities within the existing infrastructure, the Village engaged a consultant to complete a comprehensive Master Plan for Founders Park.

On March 12, 2024, the Village Council gave direction to seek the services of a demonstrated professional park planning specialists or consulting firm to evaluate the existing conditions of Founders Park, gather input from the community, staff and Village Council to discuss challenges, opportunities, and community preferences to create a Master Plan for Founders Park.

The Village issued Request for Proposals ("RFP") 24-09 on March 21, 2024, to solicit proposals from qualified consultants and consulting firms to provide a Master Plan for Founders Park.

On June 11, 2024, The Village adopted Resolution 24-06-56 approving the ranking of the RFP 24-09 Evaluation Committee, approving the recommended selection of Miller Legg to complete the Founders Park Master Plan and authorize the Village Manager to enter into an Agreement with Miller Legg to complete the project.

Analysis:

Miller Legg successfully evaluated the current conditions of each of the facilities and elements within Founders Park. Utilizing various strategies to maximize participation, Miller Legg implemented a public engagement plan that captured resident's needs, desires, and concerns regarding Founders Park and recreational amenities within the park which included meeting with Village staff and council members to discuss planning challenges, costs and implementation timetables. The firm then conducted meetings with stakeholders and focus groups consisting of community organizations (sports groups, special event organizers, school administration, various park user groups, program instructors, etc.). The firm also conducted

community workshops and a statistically valid survey that reached 4,450 Village households. The survey achieved a 12% participation rate, demonstrating strong engagement from both full-time and seasonal residents.

Miller Legg provided a draft plan presented with findings from the community engagement and discussions overcoming planning challenges, i.e., park usage, additional pickleball courts, relocating maintenance and Public Works, athletic field improvements, playground and beach expansion, additional indoor space and shelters, Founders Park entrances, Marina access and parking; also including planning level cost estimates and provided project sequencing for implementation of the plan. The draft Master Plan presented various alternatives and was shared with Village staff, residents, and Village Council, including the Parks & Recreation Citizens' Advisory Committee, at public meetings to gather input and direction prior to its finalization.

The finalized Master Plan reflects the desired vision and conceptual plans for Founders Park as determined by the citizens, appointed and elected officials, and other stakeholders through community participation. The Final Master Plan provides recommendations on specific elements to be undertaken in order to achieve the desired results that includes planning scenarios for four phases of implementation over the span of 1-15 years, each with cost estimates and specified materials. The Final Founders Park Master Plan is available for public review in its entirety on the Islamorada, Village of Islands official website at <https://www.islamorada.fl.us/499/Founders-Park-Master-Plan>.

Budget Impact:

The Final Founders Park Master Plan includes projected cost estimates for the elements in each phase for planning purposes, and the firm provides recommendations on potential funding sources through revenues and grants. This plan is intended to serve as a suggested guideline for future planning efforts and will be budgeted accordingly as the individual elements and phases are formally considered for implementation.

Staff Impact:

The Founders Park Director would coordinate all aspects of each project including scheduling, implementation, and oversight of completion, while the Village may also engage qualified project management consultants to assist with these tasks as projects progress.

Recommendation:

It is recommended that the Village Council, by motion and vote, formally accept the Founders Park Master Plan as the completed and final work product prepared by the Miller Legg firm.

Attachments: None



Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: November 10, 2025
SUBJECT: **Resolution Approving Annual Support Agreement with Star Controls, Inc. to Provide SCADA Support Services for FY 2025-2026 TAB 8**

Background:

On October 17, 2022, the Village issued a Request for Proposals (RFP) 22-12 with the objective to develop and install a new SCADA system that provides reliable communication, both remote monitoring and control of existing sites, provide for the addition of future sites, and the low-cost addition of sites that have a small quantity of inputs/outputs ("I/O"). At its regular meeting on January 19, 2023, the Village Council adopted Resolution No. 23-01-02, thereby approving the final ranking and recommendations of the RFP 22-12 review committee. Star Controls, Inc. ("Star Controls"), was approved for professional contractor services through this process.

Analysis:

The Village operates six vacuum pump stations handling an average daily flow of 780,000 gallons. Routine wear can cause occasional downtime, which, if not addressed quickly, may result in operational and safety issues. The Village's SCADA system, developed by Star Controls, enables monitoring, control, and analysis of these systems both remotely and on-site.

The proposed annual support agreement with Star Controls includes remote technical support, on-site maintenance, and daily tailored training for staff. Their familiarity with the system ensures timely issue resolution, reduces the risk of service interruptions, and enhances staff proficiency. Approval of this agreement will provide critical support for the Village's SCADA infrastructure, safeguarding operations and maintaining service reliability.

Budget Impact:

The proposed Agreement with Star Controls is for a not-to-exceed fee of \$37,400.00 This fee would be paid from the Village's Wastewater Professional Services.

Staff Impact:

There is no staff impact associated with this project.

Recommendation:

It is recommended that the Village Council adopt the attached resolution, thereby approving and authorizing the agreement with Star Controls Inc.

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

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING ANNUAL SUPPORT AGREEMENT BETWEEN STAR CONTROLS, INC., AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE SCADA WASTEWATER SUPPORT SERVICES AS NEEDED FOR FY 2025-2026; AUTHORIZING A TOTAL NOT-TO-EXCEED; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On January 19, 2023, the Village Council adopted Resolution 23-01-02 approving the final ranking and recommendations of the RFP 22-12 review committee and authorizing Star Controls, Inc. ("Star Controls") for professional contractor services; and

WHEREAS, the Village currently operates six vacuum collection systems with pump stations handling an average daily flow of 770,990 gallons, and routine wear can cause occasional downtime that, if not addressed promptly, may result in operational and safety issues; and

WHEREAS, the Village's SCADA system, developed by Star Controls, enables efficient monitoring, control, and analysis of these systems both remotely and on-site; and

WHEREAS, the proposed annual support agreement with Star Controls provides for remote technical support, on-site maintenance, and daily tailored training for Village staff, ensuring timely issue resolution, reducing the risk of service interruptions, and enhancing staff proficiency; and

WHEREAS, the proposed not-to-exceed fee of \$37,400.00 for annual SCADA support services will be funded from the Village's Wastewater Professional Services Fund; and

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

Section 1. Recitals. The above recitals are true and correct and incorporated

into this Resolution by this reference.

Section 2. Authorization of Village Officials. The Village Manager and/or designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 3. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement up to \$37,400.00

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 _____
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 ONLY

JOHN QUICK, VILLAGE ATTORNEY





Products and Support Services Quote

11555 Heron Bay Blvd
 Coral Springs, FL 33076
 Phone: 954.604.6656
 www.star-controls.com
 Contact: sales@star-controls.com

DATE: 9/25/2025
Quote # ISL20250925-01

Customer					
Name Islamorada					
Address 86800 Overseas Highway					
City Islamorada		State FL		ZIP 33036	
Phone 305-509-1760					
REP		PROJECT		SHIPPING TERMS	
Clay Boggess		SCADA Systems - Annual Support			
ITEM	MODEL	DESCRIPTION	QTY	UNIT PRICE	TOTAL
Services					
1	STR-TS-STD	Remote Technical Support - Scheduled	80	\$ 200.00	\$ 16,000.00
2	STR-TS-EME	Remote Technical Support - Unscheduled	20	\$ 225.00	\$ 4,500.00
3	STR-TSOS-STD	On-site Work - Scheduled	5	\$ 1,600.00	\$ 8,000.00
4	STR-TROS-DAY-1	Daily On-site Tailored Training	2	\$ 2,000.00	\$ 4,000.00
		Subtotal Services			\$ 32,500.00
		Discount	0%	\$ 32,500.00	\$ -
		Total Services			\$ 32,500.00
Term & Conditions				SubTotal	\$ 32,500.00
Quote Validity: 90 Days				Shipping	\$ -
Payment Terms: Net 30				Tax	\$ -
Invoicing: Pre-paid on annual basis				Travel & Lodging	\$ 4,900.00
				TOTAL	\$ 37,400.00



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: November 10, 2025
SUBJECT: **Resolution Approving Work Authorization No. 7 with Avalon Gardens Inc. for Completion of a Planting Project TAB 9**

Background:

In accordance with its Comprehensive Plan, Islamorada, Village of Islands (the "Village"), continues to enhance general community appearance as well as to preserve and enhance open space and natural landscapes. This project would further the Village's natural landscapes planting objective within open space, parks, and right-of-way areas. In July 2025 the Village requested a proposal from Avalon Gardens, Inc. ("Avalon") for a native tree, shrub and groundcover planting project along the Village owned and maintained right-of-way along Venetian Boulevard within the Venetian Shores neighborhood on Plantation Key. This planting project is intended to enhance the right-of-way, fill open space with native foliage, create shade, and replace exotic plants with natives. The Venetian Shores Homeowners Association would provide a \$45,000 match to this project to add additional landscaping.

Analysis:

Effective May 2, 2023, the Village and Avalon entered into a Non-Exclusive Continuing Services Agreement ("CSA") for professional landscaping services resulting from a competitive bid process (RFQ# 23-03) to create a library of firms for landscaping, tree trimming and mangrove trimming. Exhibit "A" to the attached Resolution is proposed Work Authorization No. 7 between the Village and Avalon for professional landscaping services for the project along Venetian Boulevard at a cost not to exceed \$45,000.00. Work Authorization No. 7 would become effective upon full execution and the project would commence as directed by the Village. Under Work Authorization No. 7, as outlined in the scope within Exhibit "B", Avalon will complete a project involving the planting of 230 native trees and shrubs and 805 groundcover plants. The contractor is to complete the work in a timely manner as indicated in the Agreement.

Budget Impact:

The Village's Purchasing Ordinance and procedures require that contracts with or purchases from a vendor above \$25,000.00 in a single year must be approved by the Village Council. This Work Authorization would be for a not-to-exceed amount of \$45,000.00, as outlined in Exhibit "A". Costs for this landscaping project, which would ultimately be recorded as an asset of the Village, would be accounted for in the FY 2025-2026 Capital Project Fund budget and would be funded by a transfer of In Lieu of Landscape Mitigation funds from the General Fund. The Finance Department estimates that the amount in Committed Fund Balance for Landscape Mitigation as of November 10, 2025, will be \$250,000.

Staff Impact:

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

Recommendation:

It is recommended that the Village Council adopt the attached Resolution, thereby approving Work Authorization No. 7 with Avalon Gardens, Inc.

- Attachments:**
1. Resolution_Venetian Shores planting_Avalon_111025 RVCM
 2. Ex. A_Project Agreement for WA#7 Avalon Gardens Inc
 3. Ex. B_Proposal_Venetian Shores Entrance

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 7 WITH AVALON GARDENS, INC., FOR COMPLETION OF A PLANTING PROJECT ALONG VENETIAN BOULEVARD; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION NO. 7; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT FOR WORK AUTHORIZATION NO 7; AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Village has proposed a native plant planting project along the Village owned and maintained right-of-way along Venetian Boulevard on Plantation Key; and

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

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

WHEREAS, Avalon is willing to perform these services as outlined in the Scope of Services attached as Exhibit "B" in an amount not to exceed Forty-five Thousand Dollars (\$45,000.00); and

WHEREAS, the Village Council of Islamorada, Village of Islands, (the "Village Council") has determined that approval of the Work Authorization No. 7 with Avalon is in the best interest of the Village and its residents.

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

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

Section 2. Approval of Work Authorization. The Village Council hereby approves Work Authorization No. 7 with Avalon, attached as Exhibit "A", for completion of the Project.

Section 3. Authorization of Village Officials. The Village Manager and/or designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of Work Authorization No. 7, attached hereto as Exhibit "A".

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of Work Authorization No. 7.

Section 5. Authorization of Village Manager to Execute. The Village Manager is hereby authorized to execute Work Authorization No. 7 with Avalon on behalf of the Village and to execute any extension and amendments to the Agreement, subject to approval as to form and legality by the Village Attorney.

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

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

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

PASSED AND ADOPTED THIS __ DAY OF _____, 2025.

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

AVALON GARDENS, INC.

For

Work Authorization No. 7

Professional Landscaping Services

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

WHEREAS, the VILLAGE and CONSULTANT have entered into a continuing services agreement dated May 2, 2023, pursuant to RFQ #23-03, (the "Continuing Contract") and CONSULTANT has been approved to provide the services contemplated herein; and

WHEREAS, the VILLAGE and CONSULTANT desire to enter into this Work Authorization No. 7 for the CONSULTANT to provide landscaping services to plant native trees and shrubs along the Venetian Boulevard right-of-way and center medians as more further described in Exhibit "A" attached hereto (the "Project"), in accordance with the terms and conditions of this Work Authorization No. 7.

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

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

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

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order

executed by the parties in accordance with the provisions of the Continuing Contract, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

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

- *Planting of two hundred thirty (230) native trees and shrubs and eight hundred five (805) groundcover plants*
- *Site Prep/Labor*
- *Delivery/Equipment*
- *Soil*
- *Gravel*
- *Hand Watering (tbd)*

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

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGES

3.1 Term. This Project Agreement shall be effective on the date this Project Agreement is fully executed by all parties and shall continue in full force and effect through, **March 31, 2026**, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manager may extend the term of this Project Agreement through written notification to the CONSULTANT. Such extension shall not exceed (30) days. No further extensions of this Project Agreement shall be effective unless authorized by the Village Manager in writing.

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

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

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

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Lump Sum Compensation. VILLAGE agrees to pay CONSULTANT an amount not to exceed Forty-five Thousand Dollars **(\$45,000.00)** as compensation for performance of all services and deliverables related to the Project. It is understood that the method of compensation is that of lump sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said lump sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

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

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices.

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

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

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

5.3 Final Payment. Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the VILLAGE that, upon

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

SECTION 6. TERMINATION/SUSPENSION

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

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

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

6.4 Suspension for Convenience. The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to five (5) calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided herein, through no fault of the CONSULTANT, the VILLAGE shall pay the CONSULTANT as full compensation for such

suspension the CONSULTANT'S reasonable costs, actually incurred, and paid, of demobilization and remobilization.

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

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

<u>NAME</u>	<u>FUNCTION</u>
<u>Brian and Tina Rogers</u>	<u>Owners</u>
<u> </u>	<u> </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.

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

Affidavit Attesting to Noncoercive Conduct for Labor or Services

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

Vendor FEIN: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone number: _____ Email Address: _____

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

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

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

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

Written Declaration

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

By: _____
Authorized Signature

Print Name and Title: _____

Date: _____

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____
Ron Saunders, Village Manager

The ___ day of _____, 20__.

AUTHENTICATION:

Marne McGrath, Village Clerk

(SEAL)

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

John J. Quick, Village Attorney

CONSULTANT

AVALON GARDENS INC.

By: _____

Print Name: _____

Title: _____

The ___ day of _____, 20__.

WITNESSES:

Print Name: _____

Print Name: _____

Avalon Gardens



Exhibit "B"

122 Mockingbird Road, Islamorada, Florida 33070

786.252.3901

avalon-gardens.net

PROPOSAL

October 21, 2025

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

Project: Venetian Shores Entrance

Scope of Work:

Avalon Gardens will install the following new landscaping:

Quantity	Description	Unit	Total
<u>Plant Material:</u>			
12	Geiger Tree 15g	150	1,800
15	Joewood 15g	225	3,375
30	Florida ThatchPalm 7g	75	2,250
75	Horizontal Cocoplum 7g	50	3,750
17	Bay Cedar 7g	100	1,700
16	Black Torch 7g	75	1,200
40	Locustberry 3g	50	2,000
40	Firebush 3g	18	720
805	Beach Creeper 1g	8.50	6,842.5
<u>Supplemental:</u>			
	Delivery		1,500
	Equipment		2,000
150	cy Soil Amendment (<i>Allowance</i>)	75	11,250
120	cy Gravel (<i>Allowance</i>)	55	6,600
	<i>Hand Watering TBD</i>		<i>TBD</i>
Estimated Cost:			\$44,987.50

* Does not include permits and related fees.

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

Client Signature:

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



Council Communication

To: Mayor and Village Council
From: Vince Tarves, IT Director, Lisa Watts, Marina Manager
Date: November 10, 2025
SUBJECT: **Resolution Approving Purchase and Installation of Marina Wi-Fi System, Authorization of One-year Wi-Fi and Surveillance Camera Maintenance Contracts, Approval of Time-and-Materials Allocation TAB 10**

Background:

The Marina's resident Wi-Fi network is no longer functioning reliably, resulting in intermittent or no service for paying liveaboard residents. Wi-Fi access is a fee-based amenity included in Marina charges and has become an essential expectation for daily living, remote work, and ensuring reliable resident connectivity. The current provider was asked to submit a proposal to upgrade or replace the existing equipment; however, no proposal was provided, and the provider has been unable to resolve the ongoing service issues.

To address this, the IT Department requested proposals from qualified vendors; only Monifi Technology Group, a local company that has successfully implemented Wi-Fi infrastructure for the Village in the past, provided a responsive proposal. In addition to the Wi-Fi system upgrade, the Village's surveillance camera network requires a one-year maintenance contract to ensure continuous operability and support. Furthermore, a time-and-materials (T&M) allocation is necessary to address equipment failures or technical requirements beyond the scope of the base maintenance contracts, and to provide supplemental support to the IT Department as needed due to the elimination of the Network Engineer position. All items included in this request are budgeted in the current fiscal year.

Analysis:

This item includes approval for the purchase and installation of a new Wi-Fi system for the Marina; a one-year maintenance contract for the Marina Wi-Fi system; and a one-year maintenance contract for the Village surveillance camera and Wi-Fi systems. Additionally, a time-and-materials (T&M) allocation is required to address any equipment failures or unanticipated technical needs beyond the scope of these contracts. This allocation will also provide supplemental support to the IT Department as needed due to reduced in-house staffing resulting from the elimination of the Network Engineer position. All components of this project are fully budgeted in the current fiscal year.

Budget Impact:

This project is fully funded in the current Fiscal Year 2025–26 budget. The total not-to-exceed cost is \$78,895.00, allocated as follows:

- Marina Enterprise Fund – \$38,895.00

- IT General Fund – \$29,000.00
- Waste Water Enterprise Fund - \$9000.00

Staff Impact:

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

Recommendation:

Staff recommends that the Village Council approve the purchase and installation of the Marina Wi-Fi system, authorize one-year maintenance contracts for the Marina Wi-Fi system and Village surveillance camera system, and approve the time-and-materials allocation for additional services outside the scope of the maintenance agreements. Staff further recommends that the Village Council approve the waiver of competitive bidding due to the lack of vendor response and Monifi Technology Group's demonstrated qualifications, local presence, and proven performance supporting Village infrastructure.

- Attachments:**
1. IVI1011
 2. Wifi Maintenance
 3. Final Maintenance Agreement
 4. Marina_WiFi_Resolution (JJQ edits)

ESTIMATE

Monifi Technology Group, LLC.
82801 Overseas Hwy, unit 1439
Islamorada, FL 33036

accounts@monifi.tech
+1 (305) 922-2762
www.monifi.net



Bill to
Vince Tarves
Islamorada, Village of Islands
86800 Overseas Hwy
Islamorada, FL 33037

Estimate details

Estimate no.: IVI1011
Estimate date: 09/24/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Hardware	XV2 Wifi 6 Access Point	12	\$1,350.00	\$16,200.00
2.	Hardware	PoE 60W 56V 5GbE DCInjc ID Nrg L6S C5con	12	\$67.50	\$810.00
3.	Hardware	AC line cord US Type B 720mm C5 connect	12	\$12.50	\$150.00
4.	Hardware	Cambium Care Adv 5y supp one TX1012- P-AC	3	\$250.00	\$750.00
5.	Hardware	ePMP 5 GHz Force 4525 SM, FCC/US	1	\$750.00	\$750.00
6.	Services	Installation of 4x4 Wood Post and Utility Box w/power outlet	8	\$850.00	\$6,800.00
7.	Hardware	1000' Cat6e Cable Outdoor Rated	1	\$250.00	\$250.00
8.	Hardware	Mics Parts, brackets, weatherproofing gel Utility Boxes	1	\$550.00	\$550.00
9.	Hardware	8 Port Network Switch	4	\$125.00	\$500.00
10.	Services	Labor to Install and Configure Wifi System	45	\$175.00	\$7,875.00
Total					\$34,635.00

Accepted date

Accepted by



Founders Park Marina Wifi Maintenance
 Islamorada, Village of Islands
 87000 Overseas Hwy.
 Islamorada, Florida 33037



This document outlines the Wi-Fi Maintenance that Monifi Technology Group, LLC. is proposing for Founders Park Marina, located in Islamorada Florida.

This project consists of managing the Marina Wi-Fi System in its entirety. This service provides 1 weekly visit where a technician will stop in and check the system to be sure it's working to its full capacity.

A Monthly Maintenance Fee of \$350 will be billed each month to the Marina. This will include 1 hour of maintenance services. This does not include the scheduled weekly visit. Any work outside of the hour will be billed at a rate of \$150 per hour. All work is to be approved by Marina management prior to starting.

Founders Park Marina will receive an emailed invoice at the end of each month, which will be due on the 1st of each month with a 5-day grace period. If for any reason, there are problems with billing please contact accounts@monifi.net and someone will assist as soon as possible.

If approved, please sign the following:

 Founders Park Marina Rep

 Date

 Monifi Technology Rep

 Date



Monthly Technology Maintenance Services:
Islamorada, Village of Islands
86800 Overseas Hwy, Islamorada, FL 33036



This document describes the Scope of Work for the services of which Monifi Technology Group, LLC., will be providing to Islamorada Village of Islands, residing at the following address:

86800 Overseas Hwy Islamorada, FL 33036

Monifi will be providing the Village of Islands Offices, Public Works, and Founders Park Camera and Wifi maintenance services. These services include Camera Maintenance, Wi-Fi Maintenance, Internet/Network Antenna services, and any network equipment install that may be needed at any of the offices from the list above. These services will be provided each month and will include weekly service checks of all systems and devices to ensure they are working properly. In case there are problems, Monifi will schedule to repair/replace the device(s) having issues. This contract allows The Village to use Monifi’s 24/7/365 helpdesk, of which when contacted, someone locally will respond within 30 minutes and dispatch a technician as needed.

The above services will be provided 24/7/365 by Monifi Technology Group, LLC. Technicians. Monifi will provide a phone number, and an email address, which will allow management to quickly reach out to our helpdesk for any issues they may need assistance with. Please call the phone number provided for all emergency services.

Monthly Service Cost = \$1500 per month and allows for 4 hours of monthly service that does not roll over. Any additional hours needed will be billed at a rate of \$150 per hour.

Islamorada will receive an emailed invoice at the end of each month, which will be due on the 1st of each month with a 5-day grace period. If for any reason, there are problems with billing please contact accounts@monifi.net and someone will assist as soon as possible.

Please sign below to approve:

Village of Islands

Monifi Technology Group Rep

Printed Name and Date

Printed Name and Date

Monifi Technology Group, LLC. is proud to provide these services to Islamorada, The Village of Islands. *Please note that any major projects not in the daily scope will have a separate proposal submitted and will need approved prior to starting any work.*

RESOLUTION NO. 25-11-xxx

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE PURCHASE AND INSTALLATION OF A MARINA WI-FI SYSTEM FROM MONIFI TECHNOLOGY GROUP; AUTHORIZING ONE-YEAR SERVICE AND MAINTENANCE CONTRACTS FOR THE MARINA WI-FI SYSTEM AND VILLAGE SURVEILLANCE CAMERAS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE NECESSARY DOCUMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; APPROVING THE WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village Marina provides Wi-Fi service as a paid amenity to liveaboard residents as part of their marina fees, and reliable service is necessary to meet resident expectations; and

WHEREAS, the current Wi-Fi infrastructure is no longer providing dependable connectivity and cannot be effectively repaired; and

WHEREAS, the current Wi-Fi service provider has been unable to restore service and has not submitted a proposal to upgrade or replace the ageing equipment despite multiple requests; and

WHEREAS, the Village sought quotes from qualified vendors and only Monifi Technology Group submitted a complete proposal, with two other vendors failing to provide a response; and

WHEREAS, Monifi Technology Group is a local company that has previously installed a successful Village-wide Wi-Fi system at Founders Park in 2023 and has demonstrated timely response and high-quality service; and

WHEREAS, the Village Council finds that due to the lack of vendor response and Monifi Technology Group's demonstrated qualifications, it is in the best interest of the Village to waive

competitive bidding pursuant to Village procurement procedures; and

WHEREAS, a time-and-materials allocation not to exceed \$20,000.00 is necessary for any additional services outside the scope of the base maintenance contracts; and

WHEREAS, the total not-to-exceed amount for is \$76,895.00, allocated as \$38,895.00 from the Marina Enterprise Fund \$29,000.00 from IT Professional Services in the General Fund and \$9,000 from Professional Services in the Wastewater Enterprise Fund, all of which is budgeted in the current fiscal year.

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 and Contracts. The Village Council hereby approves the purchase and installation of the Marina Wi-Fi system; a one-year maintenance contract for the Marina Wi-Fi system; a one-year maintenance contract for the Village surveillance camera and Wi-Fi systems; and a time-and-materials allocation for additional services outside the scope of those contracts, all from Monifi Technology Group, in a total amount not to exceed \$76,895.00.

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

Section 4. Execution of Documents. The Village Manager and the Village Attorney are authorized to execute any required documents to effectuate the purchase, installation,

maintenance agreements, and T&M allocation.

Section 5. Authorization of Fund Expenditure. The Village Manager is authorized to expend budgeted funds from the Marina Enterprise Fund in the amount of \$38,895.00, IT Professional Services in the General Fund in the amount of \$30,000.00 and Wastewater Professional Services Enterprise Fund in the amount of \$9,000.

Section 6. Waiver of Purchasing Provisions. Pursuant to section 2-328(a) of the Village Code, the Village Council hereby approves the waiver of competitive bidding due to limited vendor response and Monifi Technology Group's demonstrated qualifications and prior performance for the Village.

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

Remainder of this page intentionally left blank.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA:

Mayor Sharon Mahoney

Vice Mayor Don Horton

Councilwoman Deb Gillis

Councilwoman Anna Richards

Councilman Steve Friedman

PASSED AND ADOPTED THIS ____ DAY OF NVEMBER, 2025

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN QUICK, ACTING VILLAGE ATTORNEY



Council Communication

To: Mayor and Village Council
From: Vince Tarves, IT Director
Date: November 10, 2025
SUBJECT: **Resolution Approving Email Archiving and Security Service, Authorization to Discontinue Current Vendor Due to Excessive Costs, Public Records Compliance Fees, and Data Retrieval Charges TAB 11**

Background:

The Village is required to archive all email accounts owned by the Village in compliance with public records laws. Since December 2005, the Village has utilized the same vendor for this service. Over time, annual costs have steadily increased—from \$6,912.00 in the early years to an estimated \$19,957.09 for Fiscal Year 2025–26.

Additionally, the Village had been operating under a state grant that subsidized email security costs; however, that funding expired in July 2025. The vendor has continued to provide coverage through November 2025 as a courtesy. The Village is obligated to maintain an email security solution to protect its IT infrastructure.

In 2023, the IT Department evaluated alternative vendors for email archiving but was met with a significant obstacle: a \$72,000 charge to retrieve the Village's existing archived data. Two years later, that cost increased to more than \$90,000. Weiss Serota reviewed the vendor's terms of service last year and indicated that renegotiation may be possible, but staff seeks Council authorization before proceeding further.

Analysis:

The IT Department evaluated multiple vendors to address both email archiving and security requirements in a cost-effective and compliant manner. The current vendor imposes a \$50 per gigabyte fee for data egress, in addition to rising annual service costs and egress fees that are particularly burdensome during public records requests.

After extensive review and product demonstrations, staff identified a reputable provider that offers both archiving and email security within a single, integrated platform and does not impose any data egress charges for retrieval or public records requests. For cybersecurity compliance reasons, the vendor name is being withheld; however, the purchase will be made through the Village's approved technology reseller, SHI International Corp. (SHI), which is a contracted source commonly used for licensed software and IT services procurement.

If the Village were to continue with the existing vendors, the combined cost for the current fiscal year would be approximately \$34,861.09. By transitioning to the new solution, the annual cost will be \$10,389.96, representing substantial savings and operational efficiency.

Although there will be a one-time data retrieval fee of approximately \$90,000 this fiscal year to recover the Village's archived emails, the overall cost savings generated by the lower annual fees and the elimination of egress charges will result in an estimated return on investment (ROI) of approximately four years.

This solution is uniquely capable of meeting both the public records archiving compliance

requirements and the email security standards mandated under the Florida Local Government Cybersecurity Act. Comparable vendors evaluated did not offer a compliant, unified platform that satisfies both regulatory and security needs.

Therefore, staff recommends waiving competitive bidding requirements pursuant to the Village's purchasing code, as this is a specialized, sole-source solution that meets the Village's compliance obligations and technical specifications.

Staff believes this change is in the Village's best financial and operational interest.

See attached spreadsheet for detailed cost comparison and ROI calculations.

Budget Impact:

These services are budgeted for the current fiscal year. The transition would include:

- A one-time data retrieval fee of approximately \$90,000.00 from the current vendor (to be negotiated);
- A one-time setup fee of \$6,036.12 for the new service; and
- An annual recurring cost of \$10,389.96 for each of the next three years.

Staff Impact:

IT staff will work with Weiss Serota to negotiate a reduced data retrieval fee and coordinate implementation of the new system. The IT Department will also oversee the setup, testing, and migration process to ensure compliance and minimal service disruption.

Recommendation:

Staff recommends approval of the attached resolution authorizing the Village to discontinue its current email archiving vendor and enter into an agreement with the new provider for combined email archiving and security services through SHI International Corp. (SHI). Staff also recommends waiving competitive bidding due to the specialized nature of the solution.

- Attachments:**
1. Email_Archiving_Resolution_Final
 2. Email_ROI

RESOLUTION NO. 25-11-xxx

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A NEW EMAIL ARCHIVING AND SECURITY SERVICE; AUTHORIZING THE DISCONTINUATION OF THE CURRENT VENDOR DUE TO EXCESSIVE COSTS, PUBLIC RECORDS COMPLIANCE FEES, AND DATA RETRIEVAL CHARGES; WAIVING COMPETITIVE BIDDING REQUIREMENTS DUE TO THE SPECIALIZED NATURE OF THE SOLUTION; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village of Islamorada, Village of Islands (the "Village") is required by law to archive all Village-owned email accounts in accordance with Florida public records retention requirements; and

WHEREAS, since approximately December 2005, the Village has used the same vendor to provide email archiving services, the cost of which has increased from \$6,912 annually to an estimated \$19,957.09 for Fiscal Year 2025-26; and

WHEREAS, the current vendor also charges \$50 per gigabyte for data retrieval (egress), creating excessive costs for public records compliance and making retrieval of the Village's archived data prohibitively expensive; and

WHEREAS, retrieving the Village's archived data from the current vendor is estimated to cost approximately \$90,000, and the vendor's annual costs continue to increase each year; and

WHEREAS, the Village previously received a state grant to subsidize email security services; however, that funding expired in July 2025, and the vendors have continued to provide

coverage through November 2025 as a courtesy; and

WHEREAS, the Village is required to maintain a secure and reliable email protection solution to safeguard its IT infrastructure, and continued service without a formal agreement would not be sustainable; and

WHEREAS, the Village's IT Department has reviewed multiple vendors and identified a highly rated provider offering both email archiving and email security as an integrated service at a significantly reduced cost; and

WHEREAS, for cybersecurity compliance and procurement transparency, the specific vendor's name will not be publicly disclosed; however, the purchase and implementation will be made through SHI International Corp. (SHI), an approved reseller for the Village and a state-contract technology provider; and

WHEREAS, this solution provides unique functionality and compliance capabilities not offered by other vendors, meeting both public records archiving and cybersecurity protection requirements; and

WHEREAS, based on the specialized nature of the solution and its compliance alignment, staff recommends waiving competitive bidding requirements pursuant to the Village's purchasing code for this procurement; and

WHEREAS, by switching to the new vendor, the Village will reduce its annual costs from approximately \$34,861.09 to \$10,389.96, resulting in substantial savings and operational efficiency; and

WHEREAS, although there will be a one-time data retrieval fee of approximately \$90,000 and a one-time setup fee of \$6,036.12 this fiscal year, the overall savings will provide an estimated

return on investment within four (4) years; and

WHEREAS, the Village Council finds that approval of the new vendor agreement and authorization to discontinue services with the current provider is in the best interest of the Village and its residents by reducing long-term costs and improving operational efficiency.

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 and Contracts. The Village Council hereby approves the selection of a new vendor to provide integrated email archiving and security services through SHI International Corp. (SHI), as outlined in the staff memorandum dated November 10, 2025.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to discontinue services with the current vendor and to negotiate reasonable terms for data retrieval and termination.

Section 4. Execution of Documents. The Village Manager and the Village Attorney are authorized to execute any necessary agreements, documents, and purchase orders to implement the transition to the new vendor.

Section 5. Authorization of Fund Expenditure. The Village Manager is authorized to expend budgeted funds for the one-time data retrieval fee of approximately \$90,000.00, a one-time setup fee of \$6,036.12, and an annual recurring cost of \$10,389.96 for the next three fiscal years.

Section 6. Waiver of Purchasing Provisions. Pursuant to section 2-328(a) and (c) of

the Village Code, the Village Council hereby approves the solution represents a specialized sole-source product that satisfies both public records archiving compliance and email security requirements. The Village hereby finds the waiver of competitive bidding for this item to be in the best interest of the Village.

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

Motion to adopt by _____, second by _____.

Remainder of this page intentionally left blank.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA:

Mayor Sharon Mahoney

Vice Mayor Don Horton

Councilwoman Deb Gillis

Councilwoman Anna Richards

Councilman Steve Friedman

PASSED AND ADOPTED THIS ____ DAY OF NVEMBER, 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

Current Archive Current Security New Vendor

Per Year	\$18,127.44		
Public Request Per year	\$700.00		
Email Security Only		\$14,904.00	
Email Security and Archiving			\$10,389.96
One Time set up Fee			\$6,036.12

Per Year Cost	\$18,827.44	\$14,904.00	\$10,389.96	Below 3 rows Yearly totals
Current	\$18,827.44	\$14,904.00	\$0.00	of existing
2025-26 Cost	\$19,957.09	\$14,904.00	\$16,426.08	\$34,861.09
2026-27 Cost	\$21,154.51	\$15,649.20	\$10,389.96	\$36,803.71
2027-28 Cost	\$22,423.78	\$16,431.66	\$10,389.96	\$38,855.44
3 Year Total	\$63,535.38	\$46,984.86	\$37,206.00	

Keep both current solutions 3 years				\$110,520.24
New solution 3 years				\$46,984.86

Savings Using New Vendor				\$63,535.38
ROI still negative in year 3				\$25,290.12

2028-29 Estimated	\$23,769.21	\$17,417.56	\$11,013.36	
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Existing Solutions 28-29 Total				\$41,186.77
New Solution 28-29 Total				\$11,013.36
Year 4 Savings				\$30,173.41
ROI + in 4 years				\$4,883.29

Data extraction as of November 2025	\$88,825.50			
Data extraction as of June of 2023	\$72,000.00			
2 year increase	\$16,825.50			

RESOLUTION NO.

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA ACCEPTING THE PROPOSAL OF CENTENNIAL BANK, FOR A REVOLVING LINE OF CREDIT IN AN AMOUNT NOT TO EXCEED \$20,000,000 FOR THE PURPOSE OF PROVIDING FUNDS AS AUTHORIZED BY THE VILLAGE COUNCIL; AUTHORIZING SUCH LINE OF CREDIT; AUTHORIZING THE VILLAGE MANAGER UPON REQUEST OF THE VILLAGE COUNCIL TO DRAW ON SUCH LINE OF CREDIT; AWARDED THE LINE OF CREDIT ON A NEGOTIATED BASIS; AND APPROVING EXECUTION AND DELIVERY OF A REVOLVING LINE OF CREDIT AGREEMENT AND NOTE OR NOTES IN CONNECTION WITH ADVANCES MADE UNDER THE LINE OF CREDIT; AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH OTHER DOCUMENTS IN CONNECTION AS MAY BE NECESSARY IN CONNECTION WITH THE REVOLVING LINE OF CREDIT AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") received a proposal from Centennial Bank, a wholly owned subsidiary of Home Bancshares, Inc. (the "Bank") to provide for a Revolving Line of Credit ("Line of Credit") pursuant to a term sheet dated as of August 7, 2025 (the "Term Sheet"), which is attached hereto as Exhibit "A" for the purpose of providing funds as requested by the Village Council for various authorized projects (the "Project"), without the need to draw on the Village's reserve funds; and

WHEREAS, Section 2-326(e) of the Village Code provides that the Village Manager or Finance Director are authorized to initiate wire transfers, stop payments, and take all other steps to properly fund the village's bank accounts, investment accounts, and operating accounts, as well as pay any required debt service on any village notes, bonds or equity lines; and

WHEREAS, the Village Manager is also authorized pursuant to Section 2-326(g) of the Village Code to sign contracts on behalf of the Village provided that for contracts above certain monetary limitations must be previously approved by the Village Council; and

WHEREAS, the Village desire to approve the Term Sheet provided from the Bank, and attached hereto as Exhibit "A"; and

WHEREAS, pursuant to Article VII, Section 10 of the Florida Constitution, Section 166.111, Florida Statutes, authorizes the Village to issue and enter into agreements to borrow money payable from revenues derived from sources other than ad valorem taxes; and

WHEREAS, the Term Sheet provides for the Line of Credit with the Bank for total advances in an amount not to exceed \$20,000,000 outstanding at any one time, with a maturity date of up to 7 years with interest only due monthly for two years and principal due beginning of the third year until maturity; and

WHEREAS, the Line of Credit is to be evidenced by a Revolving Credit Agreement with the Bank (the "Credit Agreement") and by the issuance a Revolving Line of Credit Note (the "Note"); and

WHEREAS, the Village Council finds that approval of such Line of Credit 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 Term Sheet.** The Village Council of Islamorada, Village of Islands, hereby approves the Term Sheet attached hereto as Exhibit "A." Village Council finds that, due to the present volatility of the market for obligations such as the Note, and the complexity of the transactions relating to the Line of Credit, it is in the best interest of the Village to award the

Note to the Bank by a negotiated sale, rather than by public sale at a specified advertised date, in order to permit the Village to obtain the best possible terms and conditions, including interest rate, for the Note. Prior to the execution of the Credit Agreement, the Bank will deliver to the Village a disclosure statement and truth-in-bonding statements required by Chapter 218, Florida Statutes for the Note. As a condition for the delivery of the Note to the Bank, the Bank shall deliver to the Village a lender's letter in the form satisfactory to the Village Attorney for the Note. Execution of the Credit Agreement and Note by such officials shall constitute conclusive evidence of the approval thereof by the Village.

Section 3. Authorization of Project; Authorization of Advances. The Project, and the financing of the cost thereof through the issuance of the Note are approved by the Village Council. The Village authorizes the issuance of the Note in the aggregate principal amount not to exceed \$20,000,000, under the terms and conditions of the Term Sheet. The Village Manager upon further approval of the Village Council is hereby authorized to make Advances under the Credit Agreement for a Project to be authorized subsequently by the Village Council.

Section 4. Approval of Line of Credit Documents. The Mayor of the Village or in her absence, the Vice-Mayor, is authorized and directed to execute, and the Village Clerk or her designee is authorized to attest to the Credit Agreement and the Notes, in such form as approved by the Village Attorney. The Note shall be payable from and secured by a covenant to budget and appropriate non-ad valorem revenues in the manner and to the extent set forth in the Credit Agreement.

Section 5. Application of Proceeds of Advances. The proceeds derived from Advances made under the Credit Agreement shall be applied by the Village, consistent with this

Resolution and as subsequently authorized by the Village Council, as set forth in an Advance executed by the Village Manager and delivered at the time that the draws are made as set forth in the Credit Agreement.

Section 6. Authorization of Village Officials. The Mayor, Village Manager, Village Clerk, the Village Attorney and other authorized officers of the Village are authorized and directed to execute and deliver all documents, contracts, instruments and certificates and to take all actions and steps on behalf of the Village, including execution of all closing certificates, that are necessary or desirable in connection with the Line of Credit, the Credit Agreement, the Note, the Advances or otherwise, which are not inconsistent with the terms and provisions of this Resolution.

Section 7. Effective Date. This Resolution shall take effect immediately upon adoption

Remainder of this page intentionally left blank.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Sharon Mahoney _____

Vice Mayor Don Horton _____

Councilman Steve Friedman _____

Councilwoman Deb Gillis _____

Councilwoman Anna Richards _____

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

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

CLOSING STATEMENT

CENTENNIAL BANK (“Lender”)

\$20,000,000.00 REVOLVING LINE OF CREDIT LOAN (“Revolving Loan”)

TO

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA (“Borrower”)

November 10, 2025 (“Closing/Disbursement Date”)

EXPENSES

Amount of Revolving Loan:	\$20,000,000.00	
Documentary Stamp Taxes (payable to Florida Department of State):		N/A (Exempt)
Lender’s Attorney Fees (payable to Bond, Schoeneck & King, PLLC – U.S. law firm):		\$ 4,950.00
Loan Processing Fee (payable to Centennial Bank):		\$ <u>1,025.00</u>
	Total Expenses:	\$ 5,975.00

Borrower hereby consents to the expenses set forth herein and disbursements by Lender with respect to the Revolving Loan in accordance with this Closing Statement.

IN WITNESS WHEREOF, the undersigned have caused this Closing Statement to be accepted, entered into, executed and delivered as of the Closing/Disbursement Date.

BORROWER:

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA,
a municipality under the Constitution and laws of the State of Florida,

(SEAL)

By: _____
Sharon Mahoney, Mayor

ATTEST:

By: _____
Kelly S. Toth, Village Clerk

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

By: _____
John J. Quick, Village Attorney

Revolving Credit Agreement

This Revolving Credit Agreement (this “Agreement”) is made as of **November 10**, 2025 (the “Effective Date”), by and between **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**, a municipality under the Constitution and laws of the State of Florida (“Borrower”) having an address at 86800 Overseas Highway, Islamorada, FL 33036, and **CENTENNIAL BANK**, an Arkansas banking corporation and its successors and/or assigns (collectively “Lender”), having an address at 11290 Overseas Highway, Marathon, FL 33050.

For and in consideration of the mutual covenants and conditions contained herein, Borrower and Lender hereby agree as follows:

1. **LOAN AND NOTE.** Subject to the terms and conditions of this Agreement, the Note (hereinafter defined) and all other Loan Documents (hereinafter defined), Lender hereby grants to Borrower a converting revolving line of credit loan in the principal amount of **Twenty Million and 00/100 Dollars (\$20,000,000.00)** (the “Original Loan”), as evidenced by that certain Revolving Line Of Credit Note, dated the Effective Date (the “Original Note”), in the original principal amount of Twenty Million and 00/100 Dollars (\$20,000,000.00) executed and delivered by Borrower in favor of Lender. As used herein, “Loan” means and includes the collective reference to the Original Loan and any and all renewals, extensions, modifications, bifurcations, increases, refinancings, future advances, amendments, restatements, consolidations, assumptions, ratifications and/or substitutions thereof (collectively “Loan”). As used herein, “Note” means and includes the collective reference to the Original Note and any and all renewals, extensions, modifications, bifurcations, increases, refinancings, future advances, amendments, restatements, consolidations, assumptions, ratifications and/or substitutions thereof (collectively “Note”).

2. **LOAN DOCUMENTS.** This Agreement, the Note and any and all other documents or instruments evidencing, governing or otherwise relating to the Loan, whether now existing or hereafter voluntarily agreed or entered into, including any and all renewals, extensions, modifications, bifurcations, refinancings, increases, future advances, spreadings, amendments, restatements, consolidations, assignments, assumptions, ratifications and/or substitutions thereof, shall collectively be referred to as the “Loan Documents” (collectively “Loan Documents”).

3. **PURPOSE, CONVERTING REVOLVER, ADVANCE REQUESTS AND LIMITED OBLIGATION.** Borrower covenants and agrees as follows:

(a) **Purpose of Loan.** Borrower agrees to use the proceeds of the Loan solely to (i) cover gaps in funding for hurricane and other natural disaster recovery (including funding for debris clean-up) prior to reimbursement by federal, state or other governmental or quasi-governmental agencies and (ii) finance other municipal expenses or activities incurred or conducted by Borrower that are approved in advance by Lender in writing (collectively “Working Capital Expenses”), subject to and conditioned upon the terms and requirements set forth herein and in the Note and other Loan Documents;

(b) **Converting Revolving Line Of Credit Loan.** The Note evidences a revolving line of credit loan from the Effective Date through and including **November 9**, 2027 (the “Advance Period”). Subject to the terms and conditions herein and in the Note and other Loan Documents, and provided that no Event of Default (hereinafter defined) exists or is threatened, Borrower may borrow, repay and reborrow under the Note during the Advance Period; provided, however, the principal outstanding at any time under the Note shall never exceed the sum of Twenty Million and 00/100 Dollars (\$20,000,000.00). Upon expiration of the Advance Period, the then current outstanding principal balance of the Note shall automatically convert to and become a term loan in accordance with the terms of the Note and no further advances or borrowings may thereafter be requested or made thereunder;

(c) **Advance Requests.** Each time Borrower wishes to receive an advance from Lender under the Note, Borrower shall submit to Lender for approval a written request in a form acceptable to Lender (i) specifying the principal amount of the advance being requested, (ii) detailing the specific Working Capital Expenses being financed with such advance (including documentation evidencing the aggregate cost of such Working Capital Expenses), (iii) evidencing such advance has been duly approved by Borrower (including, as deemed necessary by Lender, copies of properly adopted and executed resolutions or other documentation from the “Village Council” of Borrower proving all requisite action has been taken to authorize the “Village Manager” or other official of Borrower to request and make such advance) and (iv) providing any and all other information required from time to time by Lender (each individually referred to as an “Advance Request”). Notwithstanding anything to the contrary this Agreement, the Note or other Loan Documents, all advances requested by Borrower under the Note shall be subject to the approval of Lender, which approval may be withheld, conditioned, delayed or granted for any reason whatsoever in Lender’s sole and absolute discretion. If an Advance Request is approved by Lender (subject to and in accordance with all terms and conditions set forth herein and in the Note and other Loan Documents), Lender shall make the advance to Borrower under the Note in the principal amount authorized under such approved Advance Request so long as (i) each and every condition precedent to such advance is fully satisfied and (ii) there is not in existence or threatened any Event of Default under this Agreement or the Note or other Loan Documents; and

(d) **Limited Obligation.** The principal and interest due on the Note shall be (i) paid solely from Grant Proceeds (hereinafter defined) and Non-Ad Valorem Revenues (hereinafter defined) and (ii) unsecured and characterized as a limited obligation of Borrower payable solely from Grant Proceeds and Non-Ad Valorem Revenues. Lender shall not have the right to (A) compel the levy of ad valorem taxes upon any real or personal property for the payment of the principal and interest on the Note or (B) mortgage or lien any real property or other assets owned by Borrower the Village as security for the Note. Except to the extent expressly set forth in this Agreement, the payment obligations of Borrower under the Note shall not be construed as a limitation on the ability of Borrower to pledge or covenant to pledge Non-Ad Valorem Revenues or any other revenues or taxes of Borrower for other legally permissible purposes.

4. **CONDITIONS PRECEDENT TO GRANT AND FUND.** In addition to all other conditions set forth herein, Lender's obligation to grant the Loan and fund advances under the Note shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth below and in the Note and other Loan Documents:

(a) **Books and Records.** Borrower shall have complied with any reasonable request made by the Lender for additional information or for access to examine books and records, and Lender shall have been satisfied with its review of said additional information and with said examination;

(b) **Loan Documents.** Borrower shall have provided to Lender in form satisfactory to Lender the following documents for the Loan: (i) the Loan Documents; and (ii) any and all other documents or agreements required under this Agreement, the Note or other Loan Documents or as otherwise reasonably requested by Lender or its counsel;

(c) **Information.** Borrower shall have provided to Lender all information required hereunder and under the Note and all other Loan Documents or otherwise requested by Lender;

(d) **Borrower's Authorization.** Borrower shall have provided, in form and substance satisfactory to Lender, (i) properly certified resolutions of Borrower duly authorizing the execution and delivery of the Note, this Agreement and all other Loan Documents and (ii) such other authorizations and other documents and instruments as Lender or its counsel, in their sole discretion, may require;

(e) **Payment of Fees and Expenses.** Borrower shall have paid to Lender all fees, charges and other reasonable expenses incurred or imposed by Lender which are then due and payable;

(f) **Representations and Warranties.** The representations and warranties set forth in this Agreement, in the Note, in the other Loan Documents and in any other statement, certificate or other document delivered to Lender shall be true and correct in all material respects;

(g) **No Event of Default.** There shall not exist any act, omission, condition or event which would constitute an Event of Default under this Agreement, the Note or any other Loan Documents;

(h) **No Determination of Taxability.** There shall not be any Determination Of Taxability (hereinafter defined);

(i) **Miscellaneous.** There shall not have been any (i) material misstatement or omission in the information submitted to Lender in connection with the Loan or (ii) material adverse change in the financial or economic condition or prospects of Borrower that would affect Borrower's ability to repay the Loan.

5. **AFFIRMATIVE COVENANTS.** During the Loan term and so long as any part of the indebtedness under the Note shall remain unpaid, Borrower agrees to comply with all of the following terms, covenants, conditions and requirements:

(a) **Financial Statements, Budget and Other Information of Borrower.** Borrower shall furnish Lender the following, all in a form and content satisfactory to Lender: (i) annually during the Loan term, CPA audited financial statements of Borrower within one hundred twenty (120) days of each fiscal year end; (ii) annually during the Loan term, the budget adopted by Borrower in accordance with Chapter 166, Florida Statutes, as amended, and all other applicable law, within thirty (30) days of adoption; and (iii) when reasonably requested by Lender from time to time, such other financial information and reports as may be reasonably required by Lender;

(b) **Debt Service Coverage Ratio Requirement.** Borrower shall maintain a Debt Service Coverage Ratio of at least 1.30x, which shall be tested annually upon Lender's receipt of Borrower's fiscal year-end CPA audited financial statements. As used herein, "Debt Service Coverage Ratio" means the ratio of (i) Grant Proceeds plus Non-Ad Valorem Revenues to (ii) Debt Service for the annual period of the fiscal-year end CPA audited financial statements being tested. As used herein, "Grant Proceeds" means any and all reimbursement proceeds received by Borrower from any federal, state or other governmental or quasi-governmental agencies related to hurricane and other natural disaster recovery funding (including funding for debris clean-up). As used herein, "Non-Ad Valorem Revenues" means all revenues of Borrower derived from any source whatsoever, other than ad valorem taxation on real and personal property, which are legally available for payment by Borrower of debt service on the Loan evidenced by the Note described in this Agreement, after the payment from the sources of Non-Ad Valorem Revenues of the principal and interest on any other obligations of Borrower now or hereafter issued which have a prior pledge on a source of the Non-Ad Valorem Revenues. As used herein, "Debt Service" means annual interest paid on the Loan evidenced by the Note described in this Agreement, any other loans due Lender from Borrower and any other current portion of long term indebtedness paid by Borrower which, in conformity with Generally Accepted Accounting Principles (GAAP) enacted by the Governmental Accounting Standards Board (GASB), are required to be accounted for on Borrower's fiscal year-end CPA audited financial statements. Lender's determination of Borrower's Debt Service Coverage Ratio hereunder shall be conclusive in the absence of manifest error;

(c) **Pursuit of Grant Proceeds.** Borrower covenants and agrees that (i) Borrower shall use diligent good faith best efforts throughout the entire Loan Term to apply for and obtain Grant Proceeds in an amount equal to or in excess of the aggregate amount at any time advanced and/or intended to be advanced under the Note to cover gaps in funding for hurricane and other natural disaster recovery (including funding for debris clean-up) and (ii) Borrower will remit to Lender as a repayment of principal owing under the Note all Grant Proceeds obtained within ten (10) days of receipt thereof. If requested by Lender from time to time, Borrower shall provide Lender with written updates as to the status of applying for and obtaining Grant Proceeds;

(d) **Determination Of Taxability and Interest Rate Adjustment.** Notwithstanding anything herein or in the Note and other Loan Documents to the contrary, in the event of a Determination Of Taxability, the interest rate on the Note shall be automatically changed to the Taxable Rate effective retroactively to the date on which such Determination Of Taxability was made. Immediately upon a Determination Of Taxability, Borrower agrees to pay Lender the Additional Amount (hereinafter defined). As used herein, the term “Determination Of Taxability” shall mean the circumstance of interest paid or payable on the Note becoming includable for federal income tax purposes in the gross income of Lender as a consequence of any act, omission, condition or event whatsoever and regardless of whether the same was within or beyond the control of Borrower (“Determination Of Taxability”). Without limiting the generality of the foregoing, a Determination Of Taxability will be deemed to have occurred upon (i) the receipt by Borrower or Lender of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency (or any similar memorandum or notice) which holds that any interest payable on the Note is includable in the gross income of Lender, (ii) the issuance of any public or private ruling of the Internal Revenue Service that any interest payable on the Note is includable in the gross income of Lender or (iii) receipt by Borrower or Lender of an opinion from counsel for Borrower or Lender that any interest on the Note has become includable in the gross income of the Lender for federal income tax purposes. For all purposes hereunder, a Determination Of Taxability will be deemed to occur on the date as of which the interest on the Note is deemed includable in the gross income of Lender. As used herein, the term “Taxable Rate” means, upon a Determination Of Taxability, the interest rate per annum that shall provide Lender with the same after tax-yield that Lender would have otherwise received had the Determination Of Taxability not occurred, taking into account the increased taxable income of Lender as a result of such Determination Of Taxability. Upon a Determination Of Taxability, Lender shall provide Borrower with a written statement explaining the calculation of the Taxable Rate, which statement shall, in the absence of manifest error, be conclusive and binding on Borrower. As used herein, the term “Additional Amount” means (A) the difference between (I) interest on the Note for the period commencing on the date on which the interest on the Note (or portion thereof) is deemed to be includable in the gross income of Lender for federal income tax purposes as a result of a Determination Of Taxability and ending on the earlier of the date the Note ceased to be outstanding or such adjustment is no longer applicable to the Note (the “Taxable Period”) at a rate per annum equal to the Taxable Rate as adjusted from time to time on the same dates and in the same manner as the interest rate on the Note was or would be adjusted pursuant to the provisions of the Note, and (II) the aggregate amount of interest payable on the Note for the Taxable Period under the provisions of the Note without considering the Determination Of Taxability, plus (B) any interest, penalties on overdue interest and additions to tax (as referred to in Subchapter A of Chapter 68 of the Internal Revenue Code) owed by Lender as a result of the Determination Of Taxability. The adjustments and all other obligations of Borrower under this Paragraph 5(d) shall survive payment of the Note until such time as the federal statute of limitations, under which interest on the Note could be included in the gross income of Lender, shall have expired;

(e) **Tax Compliance.** Neither Borrower, nor any other party over whom Borrower has control, will make any use, or permit an omission of use, of the proceeds of the Note at any time during the Loan term which would cause the Note to be (i) a “private activity bond” within the meaning of Section 103(b)(1) of the Internal Revenue Code or (b) an “arbitrage bond” within the meaning of

Section 103(b)(2) of the Internal Revenue Code. Borrower covenants and agrees throughout the Loan term to comply with all of the requirements of the Internal Revenue Code and the Income Tax Regulations promulgated by the Internal Revenue Service, as amended from time to time, and to take all actions, and to not permit the omission of any actions, necessary to maintain the exclusion from gross income for purposes of the Internal Revenue Code of interest on the Note, including without limitation, the payment of arbitrage rebate, if required;

(f) **Primary Depository.** Borrower covenants and agrees that Borrower shall make and maintain Lender as Borrower's primary depository bank for the entire term of the Loan evidenced by the Note described in this Agreement, including for the maintenance of all material operating, cash management, administrative and other business deposit accounts;

(g) **Cross Default.** BORROWER ACKNOWLEDGES AND COVENANTS THAT ALL OTHER LOANS AND FINANCIAL ACCOMMODATIONS FROM LENDER TO BORROWER, WHETHER NOW OR HEREAFTER EXISTING, AND HOWEVER EVIDENCED (COLLECTIVELY THE "OTHER LOAN OBLIGATIONS"), SHALL BE CROSS DEFAULTED WITH THE LOAN EVIDENCED BY THE NOTE DESCRIBED IN THIS AGREEMENT (THE "SUBJECT DEBT"). BORROWER CONSENTS AND AGREES THAT A BREACH OR EVENT OF DEFAULT UNDER EITHER THE SUBJECT DEBT OR THE OTHER LOAN OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, FAILURE BY BORROWER TO COMPLY WITH OR TO PERFORM ANY TERM, OBLIGATION, COVENANT OR CONDITION CONTAINED IN THE DOCUMENTS EVIDENCING OR SECURING THE SUBJECT DEBT AND THE OTHER LOAN OBLIGATIONS, SHALL CONSTITUTE A BREACH AND EVENT OF DEFAULT UNDER BOTH THE SUBJECT DEBT AND THE OTHER LOAN OBLIGATIONS, AND, UPON ANY SUCH EVENT OF DEFAULT, LENDER AT ITS OPTION MAY IMMEDIATELY DECLARE ALL OF THE INDEBTEDNESS EVIDENCED AND SECURED BY BOTH THE SUBJECT DEBT AND THE OTHER LOAN OBLIGATIONS TO BE IMMEDIATELY DUE AND PAYABLE IN FULL. LENDER'S RIGHTS AND REMEDIES HEREUNDER SHALL BE CUMULATIVE AND MAY BE EXERCISED SINGULARLY OR CONCURRENTLY. ELECTION BY LENDER TO PURSUE ANY REMEDY HEREUNDER SHALL NOT EXCLUDE PURSUIT OF ANY OTHER REMEDY; and

(h) **Insurance.** Borrower shall procure and maintain during the Loan term any and all such insurance that Lender in its reasonable judgment may from time to time require so long as the type and amount of insurance coverage required by Lender is customarily carried by municipalities similar to Borrower. Borrower shall deliver all such policies of insurance to Lender upon request by Lender and provide appropriate loss payable and additional insured clauses in the insurance policies in favor of Lender, as its interest may appear, if and when requested by Lender;

Borrower acknowledges and agrees that failure by Borrower to strictly comply with any and all of the terms, covenants, conditions and requirements set forth in this Paragraph 5 shall be a material event of default under this Agreement, the Note and all other Loan Documents.

6. **NEGATIVE COVENANTS.** During the Loan term and so long as any part of the indebtedness under the Note shall remain unpaid, Borrower (and any and all parties over whom Borrower has control) will not:

(a) **Additional Loans or Other Indebtedness.** Create, incur, permit, assume or suffer to exist any loans or other indebtedness (whether recourse or nonrecourse, secured or unsecured) without the prior written consent of Lender except for (i) the Loan evidenced by the Note described in this Agreement in favor of Lender, (ii) customary trade payables paid within sixty (60) days after they are incurred or (iii) any loan or other indebtedness that originated and was incurred by Borrower prior to the Effective Date;

(b) **Pledge Grant Proceeds.** Pledge, lien or otherwise encumber any Grant Proceeds without the prior written consent of Lender; or

(c) **Continuity of Operations.** Without the prior written consent of Lender, (i) engage in any municipal activities substantially different than those in which Borrower is presently engaged, (ii) liquidate, dissolve or otherwise cease to act or exist as a municipality or (iii) acquire, merge, or consolidate with any other municipality or political subdivision of the State of Florida.

Borrower acknowledges and agrees that failure by Borrower to strictly comply with any and all of the terms, covenants, conditions and requirements set forth in this Paragraph 6 shall be a material event of default under this Agreement, the Note and all other Loan Documents.

7. **REPRESENTATIONS AND WARRANTIES.** As an inducement to the Lender to enter into this Agreement and to make the Loan, Borrower hereby represents and warrants to the Lender that all of the following are true and correct:

(a) All financial statements of Borrower heretofore delivered to Lender are complete and correct in all material respects and fairly present the financial condition of Borrower as of the date of such financial statements and the results of its operations for the period of such financial statements. There are no material liabilities, direct or indirect, fixed or contingent, as of the date of such financial statements which are not reflected therein. There has been no material adverse change in the financial condition of Borrower since the date of such financial statements;

(b) Borrower is existing and in good standing as a body corporate and politic, and has all of the powers of a municipality, under the Constitution and laws of the State of Florida;

(c) Borrower has taken all requisite action and has full power and authority to execute and deliver this Agreement, the Note and all other Loan Documents, to make the borrowings pursuant thereto and to incur the obligations provided for therein;

(d) This Agreement, the Note and all other Loan Documents (i) have been duly executed and delivered by Borrower and (ii) constitute the legal, valid and binding obligations of Borrower, fully enforceable against Borrower, in accordance with their terms;

(e) There are no litigation or judicial or administrative proceedings pending or, so far as Borrower knows, threatened before any court or administrative agency which will materially adversely affect the financial condition or operations of Borrower; and

(f) To the best of Borrower's knowledge, there is no provision of any existing lien, encumbrance, indenture, contract or agreement binding on Borrower, or affecting Borrower's assets or operations, which would conflict with or in any way prevent the execution, delivery or carrying out of the terms of this Agreement, the Note and other Loan Documents.

Notwithstanding anything in this Agreement to the contrary, all representations and warranties of Borrower under this Agreement shall be deemed made on the Effective Date and then remade upon (i) each and every advance by Lender to Borrower under the Note and (ii) any amendment, renewal, extension, modification, refinancing, consolidation or substitution of this Agreement, the Note or any other Loan Documents. Borrower hereby agrees to indemnify and hold Lender free and harmless from and against all loss, cost, liability, damage and expense, including attorney's fees and costs, which Lender may sustain by reason of the inaccuracy or breach of any of the foregoing representations and warranties in any material respect as of the date the foregoing representations and warranties are made and are remade.

8. **EVENTS OF DEFAULT.** This Agreement, the Note and all other Loan Documents shall be in default upon the happening of any of the following events which are not fully cured within the applicable grace period set forth below (each an “Event of Default” or “default”):

(a) The failure by Borrower to make any payment of principal, interest or other amounts to Lender when due and payable pursuant to the terms and conditions of the Note or other Loan Documents;

(b) Any breach or default shall be made by Borrower in the performance of any term, obligation, covenant, agreement or condition contained in, or the occurrence of any other Event of Default under, this Agreement, the Note, the Loan Documents or any other notes, debt instruments, loan documents and agreements executed by Borrower with or in favor of Lender;

(c) Any warranty, representation or statement made or furnished to Lender by or on behalf of Borrower in connection with the Loan evidenced by the Note described in this Agreement, or to induce Lender to make the Loan evidenced by the Note described in this Agreement, is false or misleading in any material respect either now or at the time made or furnished;

(d) Any voluntary or involuntary bankruptcy, reorganization, insolvency proceeding, receivership or other similar proceeding is commenced by or against Borrower as debtor under any federal or state law, or Borrower becomes insolvent, makes any assignment for the benefit of creditors, conveys substantially all of its assets or admits its inability to pay its debts as they become due (or is generally not paying its debts as they become due);

(e) The entry of any final monetary judgment against Borrower in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) or more, or the assessment or filing of any lien against Borrower, that is not satisfied, released or discharged within sixty (60) days thereof or as to which a stay of execution shall not have been obtained within sixty (60) days thereof; provided, however, Borrower may not, however, be declared in default by reason of the entry, assessment or filing of any such judgment or lien so long as the same shall be contested in good faith and proper security be given therefor acceptable to Lender;

(f) The issuance of any writ of garnishment, attachment, levy, seizure order or forfeiture order against any property of, debts due or rights of Borrower that is not satisfied, released or discharged within sixty (60) days thereof; provided, however, Borrower may not, however, be declared in default by reason of the issuance of any such writ of garnishment, attachment, levy, seizure order or forfeiture order so long as the same shall be contested in good faith and proper security be given therefor acceptable to Lender; or

(g) A material adverse change occurs in the financial condition of Borrower, or Lender in good faith believes that the prospect of timely payment or other performance by Borrower is materially impaired.

Notwithstanding anything herein to the contrary, if any monetary default under this Agreement is curable and if Borrower has not been given a notice of a breach of any monetary provision of this Agreement within the preceding twelve (12) months, Borrower shall have a ten (10) day grace period after notice, whether by Lender or Lender’s attorney, to commence and complete the cure of such monetary default. If any non-monetary default (other than a default in any payment) under this Agreement is curable and if Borrower has not been given a notice of a breach of the same or similar non-monetary provision of this Agreement within the preceding twelve (12) months, Borrower shall have a ten (10) day grace period after notice, whether by Lender or Lender’s attorney, to commence and complete the cure of such non-monetary default; provided, however, if the cure of such non-monetary default

reasonably requires more than ten (10) days, Borrower shall have an additional (and final) thirty (30) day grace period commencing immediately upon expiration of the initial thirty (30) day grace period so long as Borrower is continuously and diligently taking all action necessary to complete the cure of such non-monetary default as soon as reasonably practical within such additional (and final) thirty (30) day grace period. Borrower shall keep Lender informed of Borrower's efforts to cure the default and provided with weekly progress reports. Notwithstanding anything in this Agreement, the Note all other Loan Documents to the contrary, all grace, notice and cure periods in this Agreement, the Note and all other Loan Documents shall run concurrently.

Upon the occurrence of any Event of Default which is continuing, Lender shall have, in addition to its option to accelerate and declare the entire unpaid principal amount of the Loan and accrued interest and other amounts due thereon immediately due and payable in full, any and all of the rights and remedies (i) provided to Lender hereunder and under the Note and all other Loan Documents and (ii) of a secured party under applicable law. For purposes hereof, an Event of Default hereunder shall be deemed continuing if it has not been cured within the applicable grace period. Time shall be of the essence.

9. **DEPOSITS WITH LENDER.** Any deposit or other sums at any time credited by or due from the Lender to Borrower, and any securities or other property of Borrower which at any time are in the possession of the Lender, may at all times be held and treated as collateral security for the payment of the Loan and any other liabilities of Borrower owing to the Lender. The Lender may apply or set off any and all such deposits, securities or other sums against said liabilities at any time following the occurrence of an Event of Default which is continuing.

10. **FAILURE OF LENDER TO EXERCISE RIGHTS.** Failure of the Lender to exercise any right hereunder or declare immediately due and payable the unpaid balance on the Note by reason of any breach of any of the terms, provisions, agreements, warranties, or conditions herein, or by reason of the happening of any one of the Events of Default hereunder, shall not constitute a waiver thereof by the Lender or preclude the Lender from exercising such right at any time by reason of any such breach or happening of such event or any subsequent breach or happening of such event.

11. **WAIVERS.** The Lender shall not be deemed to have waived any of the terms, agreements, conditions, and covenants hereof, except by a writing signed by an officer of the Lender and delivered to Borrower.

12. **AMENDMENTS.** This Agreement may be amended by a supplemental agreement setting forth such amendment or amendments when properly executed by all the parties to this Agreement.

13. **EXPENSES.** Borrower agrees to pay all reasonable expenses of the Lender in connection with the preparation of this Agreement, the Note and all other Loan Documents, the completion of the requirements provided for herein and in the Note and all other Loan Documents and the enforcement of any provision of this Agreement and the Note and all other Loan Documents.

14. **INVALIDITY OR UNENFORCEABILITY.** If any provision of this Agreement or portion of such provision or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

15. **Waiver of Jury Trial.** BORROWER HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT WHICH BORROWER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT, THE NOTE OR ANY OTHER

LOAN DOCUMENTS, OR ANY COURSE OF CONDUCT, COURSE OF DEALING (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF LENDER OR LENDER'S OFFICERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES. FURTHERMORE, BORROWER HEREBY CONSENTS AND SUBJECTS ITSELF TO THE JURISDICTION OF COURTS OF THE STATE OF FLORIDA AND, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TO THE VENUE OF SUCH COURTS IN MONROE COUNTY. THESE PROVISIONS ARE A MATERIAL INDUCEMENT FOR LENDER TO ENTER INTO AND ACCEPT THIS AGREEMENT AND TO EXTEND CREDIT OR TO GRANT OTHER FINANCIAL ACCOMMODATIONS TO BORROWER.

16. **MISCELLANEOUS.** This Agreement and all rights hereunder shall be governed by the laws of the State of Florida, shall be binding upon Borrower and its successors and assigns and shall inure to the benefit of Lender and its successors and assigns. If more than one party executes this Agreement as Borrower, the liability of all such parties hereunder shall be joint and several. The obligations and conditions of this Agreement shall continue until all indebtedness and liability of Borrower to the Lender hereunder and under the Note and all other Loan Documents has been paid and satisfied in full. This Agreement may be executed in counterparts by manual signature or authenticated by any electronic signature or other method effective under applicable law, each of which shall be deemed an original and all of which together will constitute one and the same instrument. A photographic or other reproduction of this Agreement may be made by the Lender, and any such reproduction shall be admissible in evidence with the same effect as the original itself in any judicial or administrative proceeding, whether or not the original is in existence.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be accepted, entered into, executed and delivered as of the day and year first above written.

BORROWER:

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA,
a municipality under the Constitution and laws of the State of Florida,

By: _____
Sharon Mahoney, Mayor

(SEAL)

ATTEST:

By: _____
Kelly S. Toth, Village Clerk

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

By: _____
John J. Quick, Village Attorney

LENDER:

CENTENNIAL BANK,
an Arkansas banking corporation

By: _____
Erica I. Garrick-Rodriguez, Commercial Loan Officer

Revolving Line Of Credit Note

\$20,000,000.00

Effective and dated as of **November 10**, 2025

For value received, **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**, a municipality under the Constitution and laws of the State of Florida (“Borrower”) having an address at 86800 Overseas Highway, Islamorada, FL 33036, promises to pay to the order of **CENTENNIAL BANK**, an Arkansas banking corporation and its successors and/or assigns (collectively “Lender”) having an address at 11290 Overseas Highway, Marathon, FL 33050, the principal sum of **Twenty Million and 00/100 Dollars (\$20,000,000.00)**, or so much as may be outstanding, together with interest on the unpaid principal balance from time to time outstanding under this Revolving Line Of Credit Note (this “Note”) in accordance with the terms hereof.

1. **Payments.** This Note shall be payable by Borrower to Lender in eighty four (84) consecutive monthly payments as follows:
 - (a) Twenty Four (24) Consecutive Monthly Interest Only Payments. Except as otherwise provided herein or in the Loan Documents (hereinafter defined), for the first twenty four (24) consecutive monthly payments due under this Note commencing on **December 10**, 2025 and continuing on the **tenth (10th)** day of each month thereafter through and including **November 10**, 2027, Borrower shall pay to Lender payments of accrued interest on the unpaid principal balance from time to time outstanding under this Note at a tax-exempt fixed interest rate equal to five and five hundred ninety nine thousandths percent (5.599%) per annum (the “Tax-Exempt Fixed Interest Rate”); provided, however, the Tax-Exempt Fixed Interest Rate is subject to adjustment as provided in Paragraph 5(d) and elsewhere in the Credit Agreement (hereinafter defined).
 - (b) Fifty Nine (59) Consecutive Monthly Principal and Interest Payments. Except as otherwise provided herein or in the Loan Documents, for the next fifty nine (59) consecutive monthly payments due under this Note commencing on **December 10**, 2027 and continuing on the **tenth (10th)** day of each month thereafter through and including **October 10**, 2032, Borrower shall pay to Lender fully amortizing equal payments of principal and interest at a fixed interest rate equal to the Tax-Exempt Fixed Interest Rate (subject to adjustment as provided in Paragraph 5(d) and elsewhere in the Credit Agreement), based on an amortization period of sixty (60) months that commenced on **November 10**, 2027 (i.e., Lender will determine the amount of the monthly principal and interest payment that would be sufficient to repay the entire unpaid principal that Borrower owes on **November 10**, 2027 in full at such fixed interest rate in fully amortizing equal payments based on such amortization period).
 - (c) One (1) Final Balloon Payment on Maturity Date. Notwithstanding anything in this Note to the contrary, this Note shall mature and the entire outstanding principal balance of this Note, together with the accrued and unpaid interest thereon, shall become due and payable in full on **November 10**, 2032 (“Maturity Date”).

All interest on the outstanding principal balance of this Note shall be computed on an Actual/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the

*****THIS NOTE EVIDENCES AN OBLIGATION TO PAY MONEY ISSUED BY A MUNICIPALITY OF THE STATE OF FLORIDA AND, PURSUANT TO SECTION 201.24, FLORIDA STATUTES, THIS NOTE IS EXEMPT FROM ALL DOCUMENTARY STAMP AND OTHER TAXES IMPOSED BY CHAPTER 201, FLORIDA STATUTES.**

outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. This calculation method results in a higher effective interest rate than the numeric interest rate stated herein. The sum or sums shown on Lender's records shall be rebuttably presumptive evidence of the correct unpaid balances of principal and interest on this Note. Unless otherwise determined by Lender in its sole discretion or required by applicable law, all payments on this Note shall be applied first to any escrow or reserve account payments as required under the Loan Documents, second to any late charges, collection costs and other fees, and third to any accrued unpaid interest, with the balance to be applied to principal owing; provided however, that if any advance made by Lender as the result of a default on the part of Borrower under the terms of this Note or any Loan Documents is not repaid on demand, any monies received, at the option of the Lender, may first be applied to repay such advances plus interest thereon at a rate equal to the highest rate permissible under applicable law, and the balance, if any, shall be applied in accordance with the provisions hereof. Borrower shall make all payments on this Note to Lender at its address shown above or at such other place as the holder of this Note may from time to time designate. All communications from Borrower to Lender are to be directed in writing to Lender's address shown above.

2. **Loan Documents.** This Note is governed by the Loan Documents. As used herein, "Loan Documents" means any and all documents, instruments, agreements, understandings, whether written or oral, of every kind and character, whether previously or now and hereafter voluntarily or involuntarily agreed or entered into, governing or otherwise relating to the indebtedness evidenced by this Note in whole or in part (collectively the "Loan Documents"), including, but not limited to, the following: (a) that certain Revolving Credit Agreement between Borrower and Lender of even date herewith (the "Credit Agreement"); (b) any and all other notes, credit agreements, resolutions, documents and instruments previously executed or now and hereafter entered into which describe, govern, authorize or otherwise relate to the indebtedness evidenced by this Note in whole or in part; and (c) any and all renewals, extensions, modifications, bifurcations, refinancings, future advances, spreadings, amendments, restatements, consolidations, assignments, assumptions and/or substitutions of any of the foregoing.
3. **Converting Revolving Line of Credit Loan and Prepayment.** This Note evidences a revolving line of credit loan from the date hereof through and including **November 9, 2027** (the "Advance Period"). Subject to the terms and conditions herein and in the Loan Documents (including, without limitation, the covenants, conditions and all other requirements under the Credit Agreement), and provided that no Event of Default exists or is threatened, Borrower may borrow, repay and reborrow under this Note during the Advance Period; provided, however, that (a) the principal outstanding at any time under this Note shall never exceed the sum of Twenty Million and 00/100 Dollars (\$20,000,000.00) and (b) notwithstanding anything to the contrary contained in this Note and the Loan Documents, all advances or borrowings requested by Borrower under this Note shall be subject to the approval of Lender, which approval may be withheld, conditioned, delayed or granted for any reason whatsoever in Lender's sole and absolute discretion. Upon expiration of the Advance Period, the then current outstanding principal balance of this Note shall automatically convert to and become a term loan and no further advances or borrowings may thereafter be requested or made under this Note.

Borrower may pay without penalty all or a portion of the amount owed under this Note earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make the monthly payments due under this Note. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full," "without recourse" or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note.

4. **Florida Documentary Stamp and Intangible Taxes.** Borrower represents and warrants to Lender that this Note, the Credit Agreement and all other Loan Documents are exempt from all documentary stamp, intangible, excise and other taxes under Florida law. If any documentary stamp, intangible, excise or other taxes (including any related penalties and interest charges) shall now or hereafter become due with respect to this Note, the Credit Agreement or any other Loan Documents (collectively “Taxes”), Borrower shall promptly pay the entire cost of the Taxes. Borrower agrees to indemnify and hold Lender harmless from and against any claim, action, suit, demand, cost, expense or liability of any kind, whether known or unknown, relating in any way to the Taxes.
5. **Default and Remedies.** This Note and all of the Loan Documents shall be in default upon the happening of any of the following events (each an “Event of Default” or “default”):
- (a) The failure of Borrower to make any payment of principal, interest or other amounts to Lender as and when due and payable pursuant to the terms and conditions of this Note and the Loan Documents;
 - (b) Any breach or default shall be made by Borrower in the performance of any term, obligation, covenant, agreement or condition contained in, or the occurrence of any other Event of Default under, this Note, the Loan Documents or any other notes, debt instruments, loan documents and agreements executed by Borrower with or in favor of Lender;
 - (c) Any warranty, representation or statement made or furnished to Lender by or on behalf of Borrower in connection with the loan evidenced by this Note, or to induce Lender to make the loan evidenced by this Note, is false or misleading in any material respect either now or at the time made or furnished;
 - (d) Any voluntary or involuntary bankruptcy, reorganization, insolvency proceeding, receivership or other similar proceeding is commenced by or against Borrower as debtor under any federal or state law, or Borrower becomes insolvent, makes any assignment for the benefit of creditors, conveys substantially all of its assets or admits its inability to pay its debts as they become due (or is generally not paying its debts as they become due);
 - (e) The entry of any final monetary judgment against Borrower in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) or more, or the assessment or filing of any lien against Borrower, that is not satisfied, released or discharged within sixty (60) days thereof or as to which a stay of execution shall not have been obtained within sixty (60) days thereof; provided, however, Borrower may not, however, be declared in default by reason of the entry, assessment or filing of any such judgment or lien so long as the same shall be contested in good faith and proper security be given therefor acceptable to Lender;
 - (f) The issuance of any writ of garnishment, attachment, levy, seizure order or forfeiture order against any property of, debts due or rights of Borrower that is not satisfied, released or discharged within sixty (60) days thereof; provided, however, Borrower may not, however, be declared in default by reason of the issuance of any such writ of garnishment, attachment, levy, seizure order or forfeiture order so long as the same shall be contested in good faith and proper security be given therefor acceptable to Lender; or

- (g) A material adverse change occurs in the financial condition of Borrower, or Lender in good faith believes that the prospect of timely payment or other performance by Borrower is materially impaired.

Notwithstanding anything herein to the contrary, if any monetary default under this Note is curable and if Borrower has not been given a notice of a breach of any monetary provision of this Note within the preceding twelve (12) months, Borrower shall have a ten (10) day grace period after notice, whether by Lender or another person, to commence and complete the cure of such monetary default. If any non-monetary default (other than a default in any payment) under this Note is curable and if Borrower has not been given a notice of a breach of the same or similar non-monetary provision of this Note within the preceding twelve (12) months, Borrower shall have a ten (10) day grace period after notice, whether by Lender or another person, to commence and complete the cure of such non-monetary default; provided however, if the cure of such non-monetary default reasonably requires more than ten (10) days, Borrower shall have an additional (and final) thirty (30) day grace period commencing immediately upon the expiration of the initial ten (10) day grace period so long as Borrower is continuously and diligently taking all action necessary to complete the cure of such non-monetary default as soon as reasonably practical within such additional (and final) thirty (30) day grace period. Borrower shall keep Lender informed of Borrower's efforts to cure the non-monetary default and provided with weekly progress reports. Notwithstanding anything in this Note or the Loan Documents to the contrary, all grace periods in this Note and all Loan Documents shall run concurrently.

Notwithstanding anything in this Note or the Loan Documents to the contrary, (i) upon any Event of Default under this Note, the entire principal sum of this Note, together with all other sums due hereunder, shall, at the option of Lender, accelerate and become due and payable at once and collectible without notice, and (ii) after any Event of Default, the outstanding principal balance of this Note shall, at the option of Lender, bear interest at a rate equal to the highest rate permissible under applicable law. In addition, upon any Event of Default under this Note, Lender may proceed to enforce payment and exercise any and all of the rights and remedies (i) under this Note and any of the Loan Documents and (ii) at law or in equity possessed by Lender. Time shall be of the essence. Failure by Lender to exercise any of these options shall not constitute a waiver of the right to exercise the same at a later time or in the event of any subsequent Event of Default.

6. **Late Charge.** So long as Lender has not exercised its right to accelerate this Note as hereinabove provided, in the event any required payment on this Note is not received by Lender within ten (10) days after the payment is due, Borrower shall pay Lender a late charge equal to the greater of (i) Five and 00/100 Dollars (\$5.00) or (ii) five percent (5%) of the payment not so received as liquidated compensation for the extra expense to Lender to process and administer the late payment. Borrower acknowledges and agrees that the late charge hereunder (i) is a fair and reasonable charge for the late payment and shall not be deemed a penalty and (ii) shall not be deemed to extend the applicable grace periods or rights to cure any Event of Default under this Note or any of the Loan Documents.
7. **Set Off.** Borrower grants to Lender a continuing lien on and security interest in any and all deposits or other sums at any time credited by or due from the Lender to the Borrower and any cash, securities, instruments or other property of the Borrower in the possession of the Lender, whether for safekeeping or otherwise, or in transit to or from the Lender (regardless of the reason the Lender had received the same or whether the Lender has conditionally released the same), as security for the full and punctual payment and performance of all of the liabilities and obligations of the Borrower to the Lender under this Note and the Loan Documents, and such deposits and other sums may be applied or set off against such liabilities and obligations of the Borrower to the

Lender at any time, whether or not such are then due, whether or not demand has been made and whether or not other collateral is then available to the Lender.

8. **Waiver of Notice.** Notwithstanding anything in this Note or any of the Loan Documents to the contrary, Borrower waives all applicable exemption rights, whether under the state Constitution, Homestead laws or otherwise, and also severally waive rights to valuation and appraisal, presentment, protest and demand, notice of protest, demand and dishonor and nonpayment of this Note, and expressly agree that the Maturity Date of this Note, or any payment hereunder, may be extended from time to time by Lender in its sole discretion without in any way affecting the liability of Borrower.
9. **Usury Savings Clause.** Nothing herein contained, nor in any of the Loan Documents, instrument or transactions relating hereto, shall be construed or so operate as to require the Borrower, or any person liable for the payment of this Note, to pay interest in an amount or at a rate greater than the highest rate permissible under applicable law. If any interest or other charges paid by the Borrower, or any parties liable for the payment of the loan made pursuant to this Note, result in the computation or earning of interest in excess of the highest rate permissible under applicable law, then (a) any and all such excess shall be and the same is hereby waived by Lender, (b) Lender shall make whichever adjustment in the Note is necessary to ensure that Borrower will not be required to pay further interest in excess of the amount permitted by applicable law, (c) all such excess shall be automatically credited against and in reduction of the outstanding principal balance and (d) any portion of such excess which exceeds the outstanding principal balance shall be paid by Lender to the Borrower and any parties liable for the payment of this Note, it being the intent of the parties hereto that under no circumstances shall the Borrower, or any parties liable for the payment of the loan hereunder, be required to pay interest in excess of the highest rate permissible under applicable law.
10. **Attorneys' Fees and Costs.** In the event that suit be brought hereon, or an attorney be employed or expenses be incurred to compel payment of this Note or any portion of the indebtedness evidenced hereby, or to defend the priority of or to in any way represent Lender in reference to the Loan Documents, Borrower promises to pay all such attorneys' fees, costs and expenses of investigation all as are reasonably incurred by Lender as a result thereof and including, without limitation, attorneys' fees, costs, expenses of investigation incurred in appellate proceedings or in any action or participation in, or in connection with, any bankruptcy case or proceeding, and attorneys' fees, costs and expenses incurred as a result of Lender exercising its right to cure any Event of Default by Borrower under this Note or any Loan Documents.
11. **Waiver of Jury Trial and Venue.** BORROWER HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT WHICH BORROWER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED ON THIS NOTE OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS NOTE OR ANY LOAN DOCUMENTS, OR ANY COURSE OF CONDUCT, COURSE OF DEALING (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF LENDER OR LENDER'S OFFICERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES. FURTHERMORE, BORROWER HEREBY CONSENTS AND SUBJECTS ITSELF TO THE JURISDICTION OF COURTS OF THE STATE OF FLORIDA AND, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TO THE VENUE OF SUCH COURTS IN MONROE COUNTY. THESE PROVISIONS ARE A MATERIAL INDUCEMENT FOR LENDER TO EXTEND CREDIT HEREUNDER OR GRANT OTHER FINANCIAL ACCOMMODATIONS TO THE BORROWER.

12. **Miscellaneous.** This Note shall be construed under the laws of the State of Florida and any applicable federal laws. Time is of the essence in the payment of this Note. This Note shall be binding upon the Borrower and upon Borrower's respective heirs, successors, assigns and legal representatives, and shall inure to the benefit of the Lender and its successors, endorsees and assigns. If more than one party executes this Note as Borrower, the liability of all such parties hereunder shall be joint and several. Any amendment hereof must be in writing and signed by the party against whom enforcement is sought. Unenforceability of any provision hereof shall not affect the enforceability of any other provision. This Note may be executed in counterparts by manual signature or authenticated by any electronic signature or other method effective under applicable law, each of which shall be deemed an original and all of which together will constitute one and the same instrument. A photographic or other reproduction of this Note may be made by the Lender, and any such reproduction shall be admissible in evidence with the same effect as the original itself in any judicial or administrative proceeding, whether or not the original is in existence.

IN WITNESS WHEREOF, Borrower has accepted, entered into, executed and delivered this Note as of **November 10, 2025**.

BORROWER:

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA,
a municipality under the Constitution and laws of the State of Florida,

(SEAL)

By: _____
Sharon Mahoney, Mayor

ATTEST:

By: _____
Kelly S. Toth, Village Clerk

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

By: _____
John J. Quick, Village Attorney

STATE OF FLORIDA)
COUNTY OF MONROE) ss.:

The foregoing instrument was acknowledged before me, by means of physical presence, this _____ day of **November**, 2025, by Sharon Mahoney, as Mayor of **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**, a municipality under the Constitution and laws of the State of Florida, on behalf of the municipality, who is personally known to me or has produced _____ as identification.

Notary Public

Name of Notary (typed, printed or stamped)

My Commission Expires: _____

[Place Notary Seal and/or Stamp Above]



my100bank.com

A Home BancShares Company

November 5, 2025 (Revised)

Islamorada, Village of the Islands
86800 Overseas Hwy
Islamorada, FL 33036

RE: Revolving Line of Credit for Working Capital

Dear Mr. Ron Saunders:

The information contained herein does not represent a commitment to lend by Centennial Bank. The actual terms and conditions upon which Centennial Bank might extend credit to you or your business are subject to satisfactory completion of due diligence, necessary credit approval and such other terms and conditions as determined by Centennial Bank, in its sole discretion. The terms discussed herein are confidential and, except for disclosure on a confidential basis to your accountants, attorneys and other professional advisors retained by you in connection with the Financing Recommendation or as may be required by law, may not be disclosed in whole or in part to any other person or entity without our prior written consent.

Borrower:	Islamorada, Village of the Islands
Amount:	\$20,000,000
Purpose:	Revolving Line of Credit for Working Capital
Rate:	5.599% (Tax Exempt Equivalent)
Term:	Interest only payments during initial 24 months, fully amortizing over the subsequent 60 months
Collateral:	UCC/Unsecured
Fee:	There will be no origination fee required with this loan. Normal closing costs incurred by the bank will be passed through, but expected to be minimal outside of our attorney review and loan document preparation fee \$5,000 or less. Additional cost included but not limited to Processing Fee \$1,025 and Documentary Stamps \$0 (Exempt)
Guarantors:	N/A non-recourse

Additional Terms

& Conditions: The commitment to this loan is subject to the following terms and conditions:

- 1) Copy of all operating agreements and articles of incorporation of borrower and guarantors.
- 2) The loan documents will contain "Pursuit of Grant Proceeds," "Tax Compliance," "No Additional Indebtedness" and "Pledge of Grant Proceeds" covenants in a form acceptable to Bank.
- 3) Attorney-prepared loan documents and executed loan documents/agreements as required by the lender at borrower's expense.
- 4) Borrower to maintain primary business operating account at Centennial Bank.
- 5) Annually during the loan term, Borrower shall furnish Bank copies of CPA audited financial statements, adopted budget and such other financial information and reports as may be reasonably required by Bank.
- 6) An attorney opinion letter may be required by Village Counsel to attest to the Village's ability to enter into this credit facility, tax exempt qualified status for this loan and other pertinent matters of fact.
- 7) If this credit facility is later found to not be tax exempt equivalent qualified, the Village would agree that the Bank receive a rate adjustment to receive the equivalent yield to the interest as bid.
- 8) There will be no prepayment penalty on this loan.
- 9) Debt Service Coverage (DSC) 1.30x

This term sheet is only a limited summary of certain points of the transaction and as noted above is not an approval but merely for discussion purposes only. Note after review of entire package certain terms provided above could be changed if formal approval given.

If these general terms and condition are acceptable to you, the Bank will proceed with obtaining full financial packages and necessary information to seek approval of the request in these general terms.

On behalf of Centennial Bank, we appreciate the opportunity to present this term sheet. If you have any questions, please do not hesitate to contact me at 305.676.3007.

Respectfully,

Erica A. Garrick-Rodriguez

Erica Garrick-Rodriguez
Commercial Loan Officer I
Centennial Bank



Council Communication

To: Mayor and Village Council
From: Hatti Jenkins, Finance Director
Date: November 10, 2025
SUBJECT: **Resolution to Enter Agreement with Bishop, Rosasco, and Co. for Government Financial Consulting Services TAB 13**

Background:

The Village entered into a contract with Bishop, Rosasco, and Co. on July 7, 2025, following the resignation of Lisa Lynch as Finance Director. Given the timing and the need for additional support during the peak of budget season, the firm agreed to the following services:

1. Assist the Village Manager and staff with the preparation of the Village's annual budget and TRIM compliance.
2. Coordinate with the Village Manager and other staff or consultants as directed on the capital needs of the Village.
3. Remain available to assist the Village in any other projects as specifically requested by the Village Manager.

On August 18, 2025, the Village chose to extend and expand services through the end of fiscal year 2024-2025. The expansion included assisting with the Finance department's annual audit and other general ledger maintenance.

The Finance team wishes to extend the contract through fiscal year 2025–2026 for additional support as a recent restructuring resulted in one less staff member in the department. Bishop, Rosasco, and Co. have extensive knowledge of municipal accounting and budgeting. The firm is currently contracted by the City of Key Colony Beach and the City of Marathon.

Analysis:

Section 2-327 of the Village Code of Ordinances requires that purchases of \$25,000.00 or more be competitively bid. However, Section 2-328(a) allows for a waiver of competitive bidding, "By the village council upon a documented finding that the purchase of the particular goods or services without competitive bidding is in the best interests of the village." Bishop, Rosasco, and Co. have extensive knowledge of municipal finance and, given the work they have done for the Village since July 2025, have a strong understanding of Islamorada's finances. We feel that this contract is in the best interest of the Village.

Section 2-328(b) of the Village Code of Ordinances also allows for a waiver of competitive bidding, "By use of an existing contract with the state, a state agency, another municipality, a political subdivision or a statewide professional association when such contract was awarded by a competitive bidding process and the contract extends the prices, terms and conditions for

such goods or services to the state's municipalities." The City of Marathon procured Bishop, Rosasco, and Co. through the competitive bidding process. Therefore, the Village wishes to piggyback on the contract.

Budget Impact:

Fees for services will be a fixed monthly retainer of \$9,250 per month, totaling \$111,000 for fiscal year 2025-2026. This item is currently budgeted as part of the Finance department's professional services allocation.

Staff Impact:

The Finance department would benefit from the additional support.

Recommendation:

Staff recommends approval of the contract with Bishop, Rosasco, and Co.

- Attachments:**
1. Resolution for Bishop Rosasco and Co_
 2. Bishop Rosasco and Co Agreement

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, PIGGYBACKING THE AGREEMENT BETWEEN THE CITY OF MARATHON, FLORIDA AND BISHOP, ROSASCO AND CO. FOR GOVERNMENT FINANCE CONSULTING SERVICES; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE ADDENDUM; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE ADDENDUM; PROVIDING FOR APPROVAL OF WAIVER OF COMPETITIVE BIDDING AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") is in need of assistance with professional government finance consulting services; and

WHEREAS, the Village desires to piggyback on an Agreement with the City of Marathon, Florida with Bishop, Rosasco And Co. dated September 30, 2010, as previously amended, and as most recently amended by the Tenth Amendment dated September 13, 2022 (collectively, the "Procured Contract"), attached hereto as Exhibit "A" for professional government finance consulting services and accept the competitive bid submitted by Bishop, Rosasco And Co. (the "Consultant") in response to the Request for Qualifications referenced therein for such services; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), pursuant to Section 3-328 (a) and (b) of the Village Code of Ordinances entitled Waiver of Competitive Bidding, finds that it is in the best interest of the Village to enter into an Addendum to the Procured Contract to piggyback on such competitive procurement and ; and

WHEREAS, it is necessary to enter into an Addendum to the Procured Contract and accept the proposed scope of services (the "Services") of the Consultant, attached hereto as Exhibit "B"; and

WHEREAS, the Village Council has determined that in the best interest of the Village and its residents to enter into the Addendum.

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 Procurement. The Village Council hereby approves the piggyback of Procured Contract, attached hereto as Exhibit "A" and accepts the Proposal submitted by the Consultant for the services set forth therein at a cost not to exceed Nine Thousand Two Hundred Fifty Dollars per month as set forth in Exhibit "B" 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 Addendum.

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 Addendum.

Section 5. Authorization of Addendum Execution. The Village Manager is authorized to execute the Addendum, the form of which is attached hereto as Exhibit "C" on behalf of the

Village and to execute any extension and amendments to the Addendum, subject to approval as to form and legality by the Village Attorney.

Section 6. **Approval of Waiver of Competitive Bidding.** Pursuant to section 2-328(a) and (b) of the Village Code, the Village Council approves a waiver of competitive bidding and the piggyback bidding process of the City of Marathon, Florida and the procurement of the Services provided by the Consultant.

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

**AGREEMENT ADDENDUM BETWEEN ISLAMORADA VILLAGE OF
ISLANDS, FLORIDA AND BISHOP, ROSASCO & CO. FOR
PROFESSIONAL GOVERNMENT FINANCE CONSULTING SERVICES**

(Piggyback Competitive Award)

This Agreement Addendum (“Addendum”) is by and between Islamorada Village of Islands, Florida, (“Customer” or “Village”), and Bishop, Rosasco & Co., (“Consultant”) (with each being referred to herein as a “Party” or collectively referred to as “Parties”), and is effective November __, 2025 or the date this Addendum is fully executed by the Parties (“Effective Date”).

WITNESSETH

WHEREAS, Consultant wishes to enter into this Addendum with Village to provide Professional Government Finance Consulting services to the Village; and

WHEREAS, the City of Marathon, Florida (“Awarding Entity”), awarded a contract dated September 30, 2010, as amended with Consultant for Professional Government Finance Consulting services through a competitive selection process that meets the requirements of the Village (“Procured Contract”), attached hereto as Exhibit “A”; and

WHEREAS, the parties wish to incorporate this Addendum, the terms and conditions of the solicitation and contractual arrangement between the Awarding Entity and the Consultant as set forth in the Procured Contract; and

WHEREAS, the Village requested that the Consultant provide the Services to the Village based on the terms, conditions and pricing established in the Procured Contract and as set forth in the letter proposal from Consultant attached hereto as Exhibit “B”; and

WHEREAS, Section 3-328 (a) and (b) of the Village Code of Ordinances entitled Waiver of Competitive Bidding, provides authority for the Village to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

WHEREAS, as authorized by Section 3-328 (a) and (b) of the Village Code of Ordinances, the Village desires to retain the Consultant’s services through a cooperative purchase using the terms, conditions and pricing set forth in the Procured Contract, except as otherwise designated by this Addendum.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. Village and Consultant hereby agree as follows:

1. **TERM.** This Agreement shall commence upon execution of both parties and shall continue until on a monthly basis unless terminated by either Party upon 60 days' notice to the other Party (the "Term") as provided in Exhibit "B" attached hereto.
2. **CONTRACT DOCUMENTS, PRIORITY OF TERMS, ORDER OF PRECEDENCE.** This Agreement is comprised of: (i) the Procured Contract and any exhibits or attachments appended thereto, unless otherwise expressly stricken or modified, as set forth herein (attached hereto as Exhibit A and incorporated herein), (ii) the Consultant's Statement of Work/Proposal, Project Schedule, and Pricing (attached hereto as Exhibit B and incorporated as if set forth herein); and (iii) this Addendum and any additional exhibits or attachments appended hereto, including the Affidavits (attached hereto as Exhibit C). Collectively, these documents are referred to as the "Contract Documents"

The Contract Documents and their order of precedence shall be governed as further set forth herein. In the event of a conflict between the terms of this Addendum and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for the performance of the Services shall apply:

- a. First Priority: Addendum, and Exhibit C;
 - b. Second Priority: Exhibit B (Statement of Work/ Proposal, and Pricing);
 - c. Third Priority: Exhibit A – Procured Contract.
3. **SERVICES.** During the Term of this Agreement, Consultant shall serve as an independent contractor to Village and shall provide the services described in the Statement of Work (the "Services") accepted and attached to this Addendum in Exhibit B. Exhibit B shall be fully incorporated herein for all purposes. The Services shall be the only services provided by Consultant unless amended with the mutual written consent of both Parties to this Addendum.
 4. **COMPENSATION.** In consideration of Consultant's actions on behalf of Village and the Services rendered hereunder, Village shall compensate Consultant an amount not to exceed \$9,250.00 (Nine Thousand Two Hundred Fifty dollars and no cents) (the "Fee") per month. The Fee shall be paid on a monthly basis as set forth in the Statement of Work which is attached hereto as Exhibit B. Village shall pay Consultant no more than the prices set forth in this Addendum. The Village is obligated to pay all proper invoices in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes. To be payable by the Village, an invoice must comply with all statutory provisions and all requirements specified in this Agreement. If an invoice does not meet these requirements, the Village will reject the invoice, as authorized in Chapter 218, Florida Statutes. The rejection will be written and will specify the invoice's deficiency and the action necessary to satisfy the stated requirements. No payment shall be due until an invoice for the goods/services has been submitted for payment and the Village verifies that all services have been fully and satisfactorily completed.

5. STATUTORY COMPLIANCE.

a. **Scrutinized Companies.**

1. Consultant certifies that it and its subcontractors 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 subcontractors are found to have submitted a false certification; or if the Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If this Agreement is for more than one million dollars, the Consultant certifies that it and its subcontractors 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 Village may immediately terminate this Agreement at its sole option if the Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors 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.
3. The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
4. 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.

- b. **E-verify.** Consultant shall comply with and be subject to 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 Agreement.

- c. **Entities Of Foreign Countries Of Concern.** Section 287.138, Florida Statutes, prohibits the Village from entering in to a contract which would give access to an individual’s personal identifying information to an entity with (a) a controlling interest (as that term is defined in sub-section 287.138(1)(a)), (b) full ownership held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c)), or (c) with a principal place of business in a Foreign Country of Concern, unless the entity provides the Village with an affidavit, signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute. The Consultant shall execute the Affidavit regarding Entities of Foreign Countries of Concern, which is attached hereto as Exhibit D. The Village reserves the right to terminate this Agreement in the event the Consultant has provided a false certification or otherwise violates Section 287.138, Florida Statutes.

- d. **Noncoercive Conduct For Labor.** The Consultant shall comply with the requirements of Section 787.06(13), Florida Statutes, by having an officer or other authorized representative of the Consultant execute the Affidavit attached hereto as Exhibit C, which attests, under

penalty of perjury, that it does not use coercion for labor or services, as defined in Section 787.06, Florida Statutes.

- e. **Discriminatory Consultant List.** Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory Consultant 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 Consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, the Consultant represents that it has not been placed on the discriminatory Consultant list as provided in Section 287.134, Florida Statutes.
- f. **Public Entity Crimes.** Consultant represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Consultant further represents that there has been no determination that it committed a “public entity crime” as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether Consultant has been placed on the convicted Consultant list.
- g. **Foreign Gifts and Contracts.** Pursuant to Fla. Stat. §286.101(3), where the amount of the Agreement is for services costing \$100,000.00 or more, the Consultant shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. The Consultant represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed to the Village before execution of this Agreement, such interests, contracts, grants, or gifts and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

6. MISCELLANEOUS

- a. **Termination.**
 - 1. **Availability of Funds.** In the event funds for the Agreement are not made available or otherwise allocated by the Village Council (“Council”), the Village may terminate the contract upon sixty (60) days prior written notice to Consultant without penalty or liability for such termination. The Council shall be the final authority as to availability of funds and how such available funds are to be allotted and expended.
 - 2. **Nonperformance.** The Village may terminate the Agreement for cause if Consultant is in breach and does not correct the breach within ten (10) days after written notice from the Village identifying the breach.
 - 3. **For Convenience.** The Village shall have the right to terminate this Agreement, or suspend performance thereof, without cause and for the Village’s convenience upon sixty (60) days written notice to Consultant. In the event of termination or

suspension of this Agreement for the Village's convenience, the Village shall pay Consultant for all service performed through the effective date of such termination or suspension.

- b. **Notice.** Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the Parties as provided below after the signatures.

- c. **Governing Laws.** This Agreement shall be governed by and construed in accordance with, the laws of the State of Florida. The exclusive venue for any dispute arising from this Agreement shall be the Circuit Court of Monroe County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

- d. **Compliance with Laws.** Consultant agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement, regardless of the applicable jurisdiction. Consultant shall make its services available to Village residents without regard to race, color, religion or sex, or as otherwise provided by law.

- e. **Consultant Warranties.** Consultant represents and warrants that Consultant is free to enter into the terms of this Agreement and that Consultant has no obligation to any third party or otherwise that are inconsistent with any of the provisions of this Agreement. Consultant further represents and warrants that Consultant: (i) has not and will not disclose to others any confidential business information or trade secrets belonging to Village or to any third party; (ii) will not and does not intend to use any confidential information or trade secrets belonging to any third party in connection with the performance of Consultant's obligations to Village hereunder; and (iii) has not and will not remove any books, papers, or records belonging to Village or to any third party including, business plans, confidential customer information, or confidential or proprietary information about Village or third party's products or services. Additionally, the person signing this Agreement on behalf of the Consultant confirms that they have been properly authorized and possess the full power and authority to execute, deliver, and perform this Agreement on behalf of the Consultant, thereby binding the Consultant to its terms. This Section shall survive termination of this Agreement.

- f. **Indemnification.** To the extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless Village and its directors, officers and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom,

arising out of any errors, omissions, misconduct or negligent acts of Consultant, its respective officials, agents, employees or subcontractors in the Consultant's performance of Services pursuant to this Agreement, including the Village's own negligence. 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.

- g. **Insurance.** During the performance of the Services under this Agreement, Consultant shall maintain the following insurance policies pursuant to Procured Contract which is appended hereto and incorporated as if set forth herein. The insurance policy coverage as outlined herein shall remain in effect for the entire term of the Agreement. In the event of coverage cancellation, non-renewal, material change, modification or lapse of coverage, Consultant shall notify the Village within thirty (30) business days with written notice of such to the Village Manager. Consultant shall not commence Services unless and until the requirements for Insurance have been fully met by Consultant, in the Village's sole discretion, has been provided to and approved by the Village. Consultant shall complete the Services in accord with the terms of the Agreement.
- h. **Public Records.** Notwithstanding anything else in this Agreement, any action taken by Village in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Consultant is acting on behalf of Village as stated in Section 119.0701, Florida Statutes, Consultant shall:
1. Keep and maintain public records required by Village to perform the Services;
 2. Upon request from Village, provide Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;
 3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to Village; and
 4. Upon expiration of the Term or termination of this Agreement, transfer to Village, at no cost, all public records in possession of Consultant or keep and maintain public records required by Village to perform the services. If Consultant transfers the records to Village, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to Village upon request in a format that is compatible with the information technology systems of Village.

Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. 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.

- i. **No Contingent Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(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
- j. **Access to Records and Audit Clause.** Consultant agrees to permit the Village to examine all records which are, in any way, related to the Services provided under this Agreement, and grants to the Village the right to audit any books, documents and papers of Consultant that were generated during the course of the administration of this Agreement. Consultant shall maintain the records, books, documents and papers associated with this Agreement in accordance with the “Public Records Act”, and in accordance with the Florida Statutes.
- k. **Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by Village nor shall anything included herein be construed as consent by Village to be sued by third parties in any matter arising out of this Agreement.
- l. **Assignment.** Neither party may assign its rights or obligations under this Agreement without the consent of the other.
- m. **Counterparts.** This Addendum may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

ISLAMORADA, VILLAGE OF ISLANDS

CONSULTANT

By: _____
Ron Saunders,
Village Manager

By: _____

Name: _____

Attest:

Title: _____

By: _____
Marne McGrath
Village Clerk

Entity: _____

Approved as to form and legal sufficiency:

By: _____
John J. Quick
Village Attorney

Addresses for Notice:
Islamorada, Village of Islands
Attn: Village Manager
86880 Overseas Highway
Islamorada, FL 33036

Addresses for Notice:

_____ (telephone)
_____ (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: John J. Quick.
Islamorada, Village of Islands Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
Jquick@wsh-law.com (email)

With a copy to:

_____ (telephone)
_____ (email)

EXHIBIT A - PROCURED CONTRACT

**CITY OF MARATHON, FLORIDA
RESOLUTION 2022-108**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A TENTH AMENDMENT TO THE AGREEMENT BETWEEN THE CITY AND BISHOP, ROSASCO AND CO., EXTENDING THE AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Resolution 2010-75, the City and Consultant entered into a contract for professional services, to wit: to perform all services generally provided by the City's Finance Director ("Contract"). A copy of the Contract is attached hereto as Exhibit "B" and incorporated by this reference; and

WHEREAS, pursuant to Resolutions 2012-77 and 2013-51, the City and Consultant agreed to extensions of the contract, and pursuant to Resolution 2014-80 the City and Consultant agreed to a reduction in the compensation amounts, and pursuant to Resolution 2015-101 the City and Consultant agreed to a six month extension, and pursuant to Resolution 2016-25 the City and Consultant agreed to a reduction in the compensation amounts, and amended the authorized representatives and pursuant to Resolution 2017-17 the City and Consultant agreed to a year extension and amended the annual rate to a fixed fee for all services; and pursuant to Resolution 2018-16 the City and Consultant agreed to a year extension with the Manager's ability to extend annually if no changes are necessary; and

WHEREAS, the parties wish to document this Tenth Amendment to modify the term and compensation. All other terms and conditions of the Contract and previous amendments shall remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The Tenth Amendment to the Agreement between the City and Consultant, attached hereto as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney is hereby approved. The City Manager is authorized to sign the amendment and expend budgeted funds on behalf of the City.

Section 3. This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON,
FLORIDA, THIS 13th DAY OF SEPTEMBER 2022.**

THE CITY OF MARATHON, FLORIDA



Mayor John Bartus

AYES: Cook, Still, Gonzalez, Zieg, Bartus
NOES: None
ABSENT: None
ABSTAIN: None

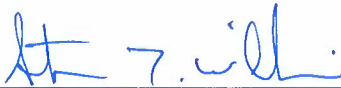
ATTEST:



Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**



Steve Williams, City Attorney

TENTH AMENDMENT

TO CONTRACT BETWEEN THE CITY OF MARATHON, FLORIDA AND BISHOP, ROSASCO AND COMPANY FOR PROFESSIONAL SERVICES

This Amendment to the Contract for professional services ("Amendment") is made and entered into this 13th day of September 2022, commencing October 1, 2022, by and between the City of Marathon, Florida, a municipal corporation of the State of Florida ("City") and Bishop, Rosasco and Company ("Consultant").

WHEREAS, pursuant to Resolution 2010-75, the City and Consultant entered into a contract for professional services, to wit: to perform all services generally provided by the City's Finance Department ("Contract"). A copy of the Contract is attached hereto as Exhibit "A" and incorporated by this reference; and

WHEREAS, the parties wish to document their negotiated agreement in this Tenth Amendment. All other terms and conditions of the Contract and previous amendments not amended herein shall remain in full force and effect.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Amendment, the parties agree as follows:

Section 1. Amendment to Section 6 of the Contract. The parties hereby amend Section 6 of the Contract to read as follows:

3, COMPENSATION

3.1 For all services provided by Consultant as described in Section 2 of this Agreement, commencing October 1st, 2022 the City shall compensate Consultant at the annual rate of ~~\$353,000~~ \$388,300 to be paid in twelve monthly installments, The Consultant shall provide the City with a monthly invoice. The annual rate shall be increased each year by a percentage equal to the percentage change in the Consumer Price Index statistics published by the United States Bureau of Labor for the Miami-Fort Lauderdale-West Palm Beach FL area. The change shall be determined by comparison of the figure for the previous June, with that of June of the current year. In no event shall this calculation cause a decrease in the annual rate.

3.2 The Consultant shall be reimbursed for postage (for mailing of correspondence and vendor payments) and copier expenses (for reproduction of documents and reports) at the monthly rate of ~~\$250~~ \$375,

6. TERM

6.1 This Agreement shall continue through ~~March 31, 2022~~ September 30, 2028, unless terminated earlier as provided in Section 7.

6.2 Thereafter, any renewal shall be in writing and executed by both parties. The City Manager shall have the authority to execute any such renewal on behalf of the City.

EXCEPT AS PROVIDED HEREIN, all other terms and conditions of the Contract as approved by Resolution 2010-75 and extended by Resolution 2013-51 and amended by Resolutions 2014-80, 2015-101, 2016-25, 2017-17 and 2018-16 shall remain in full force and effect.

DATED this 13th day of September, 2022.

WITNESSES:


BISHOP, ROSASCO AND COMPANY.



Print Name: Tara L. Morris


By: 

Peter Rosasco, President



Print Name: Jennifer Johnson

THE CITY OF MARATHON, FLORIDA

By: 

George Garrett, City Manager

ATTEST:

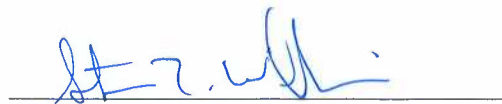


Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE

AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:



Steve Williams, City Attorney

Sponsored by: Hernstadt

CITY OF MARATHON, FLORIDA
RESOLUTION 2010-75

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF MARATHON, FLORIDA AND BISHOP, ROSASCO AND COMPANY FOR THE PROVISION OF FINANCE DIRECTOR SERVICES IN AN AMOUNT NOT TO EXCEED \$362,736 ANNUALLY, PLUS REIMBURSABLES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY AND EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Bishop, Rosasco and Company ("Consultant") has been providing finance director services to the City of Marathon, Florida ("City") since February 2003; and

WHEREAS, the City published an Request For Qualifications ("RFQ") for Finance Director services, and Consultant was the only responder; and

WHEREAS, the City Council desires to enter into an agreement with Consultant to continue providing finance director services to the City in accordance with the proposed budget for fiscal year 2010-11.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA THAT:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The Agreement between the City and Consultant to provide finance director services to the City, a copy of which is attached as Exhibit "A," together with such changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is approved. The City Manager is authorized to execute the Agreement on behalf of the City and expend budgeted funds.

Section 3. This resolution shall take effect immediately upon its adoption.

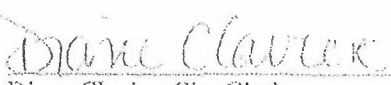
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 27th DAY OF JULY, 2010.

THE CITY OF MARATHON, FLORIDA


Ginger Sneed, Mayor

AYES: Cinque, Keating, Ramsay, Worthington, Sneed
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:


Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:


City Attorney

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 30 day of September, 2010, by and between the City of Marathon, a Florida municipal corporation (the "City"), and Bishop, Rosasco and Company ("Consultant").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. AUTHORIZATION

1.1 The Consultant shall be designated as the City's Finance Director. In such capacity, the Consultant shall provide the services specified in the Scope of Services to the City, in accordance with the Generally Accepted Governmental Accounting Standards.

1.2 The City Manager shall be responsible for the direction and supervision of the Consultant.

2. SCOPE OF SERVICES

Consultant shall provide the following services to the City:

2.1 Revenue Collection

2.1.1 Coordinate with local, state and federal agencies charged with collection and disbursement of all City revenues, including taxes, assessments, fees, charges and other impositions.

2.1.2 Administer the fees, charges, and miscellaneous revenues pertaining to utilities, private enterprises and individuals as they interface with City programs.

2.1.3 Apply enforcement actions to induce payment in accordance with City policies and procedures.

2.1.4 Prepare monthly financial reports showing revenues and expenses to date in comparison with budget predictions.

2.2 Capital Program Administration

2.2.1 Coordinate with the City Manager and other City staff or consultants as directed by the City Manager on the capital needs of the City.

2.2.2 Assist the City in obtaining financing if necessary and maintain proper fund accounting procedures.

2.2.3 Administer and assist the City Manager in implementing capital program financing.

2.2.4 The scope of work outlined in Sections 2.2.1, 2.2.2, 2.2.3 and 2.5.1 does not include the City's Wastewater and Stormwater Utility projects & Enterprise Funds

2.3 Investment Administration

2.3.1 Prepare investment policies and procedures pursuant to Florida law and the City Charter.

2.3.2 Invest City funds pursuant to approved policies.

2.3.3 Produce timely investment reports stating the effectiveness of the chosen investment policy.

2.4 Accounting System

2.4.1 Establish Accounting System in compliance with Governmental Accounting Standards Board, the Uniform Accounting System prescribed by the Florida Department of Banking, Finance for Government Accounting and the Rules of the Auditor General and any other applicable state and federal regulations.

2.4.2 Prepare Public Depositor's Report and distribute to State Treasurer.

2.4.3 Work with the City's IT Department to recommend accounting software appropriate for the City's accounting needs. The City will purchase any accounting software necessary for implementation of the City's accounting and financial reporting system. Any software purchased by the City under this Agreement will be licensed to the City.

2.5 Accounts Payable/Accounts Receivable/Payroll

2.5.1 Administer the purchase order system and any system maintained for the payment of vendors under contract with the City including payment of invoices of City vendors.

2.5.2 Coordinate sales, use and ad valorem tax collection, including franchise fees, utility taxes, simplified communications service tax and all other City receivables and fees.

2.6 General Fixed Asset Accounting

2.6 **General Fixed Asset Accounting**

- 2.6.1 Account for assets constructed by or donated to the City for maintenance.
- 2.6.2 Maintain inventory of City property in accordance with the Rules of the Auditor General.

2.7 **Budget**

- 2.7.1 Prepare the City's annual operating and capital budgets for the City Manager.
- 2.7.2 Liaison with all City departments for annual budget categories.
- 2.7.3 Provide materials for and attend all budget meetings, hearings and workshops.
- 2.7.4 Submit all required documentation to the Department of Revenue and provide all necessary reports for public advertisements and public hearings.

2.8 **Comprehensive Annual Financial Report and Audit**

- 2.8.1 Prepare the City's Comprehensive Annual Financial Report for Units of Local Government and distribute to the State Comptroller.
- 2.8.2 Assist the City's auditors by providing requested information to the auditors including meeting with auditors to ensure that the auditors are provided all necessary documents to prepare the City's annual audit.

3. **COMPENSATION**

- 3.1 For all services provided by Consultant as described in Section 2 of this Agreement, the City shall compensate Consultant at the annual rate of \$362,736 to be paid in twelve monthly installments. The Consultant shall provide the City with a monthly invoice.
- 3.2 The Consultant shall be reimbursed for postage (for mailing of correspondence and vendor payments) and copier expenses (for reproduction of documents and reports) at the monthly rate of \$250.

- 3.3 The Consultant shall additionally be compensated at the hourly rates set forth in the attached Exhibit "A" for such services as, but not be limited to, capital program financial consulting for the City's wastewater and stormwater utility projects. The Consultant shall provide the City with a monthly invoice for these additional services with sufficient detail of hours worked and tasks performed by the Consultant.
- 3.4 Payments and reimbursements due under this section shall be paid by the City in accordance with the Florida Prompt Payment Act.

4. **RECORDS/RIGHT TO INSPECT AND AUDIT**

- 4.1 All records, books, documents papers and financial information (the "Records") that result from Consultant providing services to the City under this Agreement shall be the property of the City.
- 4.2 Upon termination or expiration of this Agreement, or at any time upon the written request of the City Manager, any and all such Records shall be delivered to the City by Consultant within 15 calendar days from the date of the request.
- 4.3 Consultant shall maintain records, books, documents, papers and financial information pertaining to work performed under this Agreement during the term of this Agreement and for a period of three (3) years following termination of this Agreement.
- 4.4 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of Consultant involving transactions related to this Agreement.
- 4.5 The City may cancel this Agreement for refusal by Consultant to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

5. INDEMNIFICATION

- 5.1. Consultant shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or in any way connected with Consultant's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorney fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or non-performance of this Agreement.
- 5.2. Consultant shall indemnify, defend and hold the City harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any employment related litigation brought under federal or state law.
- 5.3. The provisions of this section shall survive termination of this Agreement.

6. TERM

- 6.1. This Agreement shall become effective October 1, 2010 and shall continue through September 30, 2012, unless earlier terminated as provided in Section 7.
- 6.2. The City shall have the option to renew this Agreement for two one (1) year periods upon the same terms and conditions contained herein upon 30 calendar days written notice to Consultant. Thereafter, any renewal shall be in writing and executed by both parties. If this Agreement is renewed under this Article 6, Consultant shall be entitled to a cost of living increase in compensation provided for in Section 3.1 of this Agreement based upon the consumer price index for each subsequent, which increase may be waived at Consultant's discretion.

7. TERMINATION

- 7.1. The City may elect to terminate this Agreement by giving Consultant written notice at least 90 days prior to the effective date of termination. Upon receipt of a written notice of termination, Consultant shall not enter into any third party agreements or incur any financial obligations or expenses unless such expenses are specifically approved or directed in writing by the City Manager.

- 7.2. Consultant may terminate this Agreement by giving the City written notice at least 90 calendar days prior to the effective date of termination.
- 7.3. In the event of termination or expiration of this Agreement, Consultant and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from Consultant to any other person or entity the City may designate, and to maintain during such period of transition the same services provided to the City pursuant to the terms of this Agreement.
- 7.4. Consultant will take all reasonable and necessary actions to transfer all books, records and data of the City in its possession in an orderly fashion to either the City or its designee in a hard copy and computer format.
- 7.5. Subsequent to the termination of this Agreement, Consultant shall continue to provide all necessary services to assist the City Auditors with the preparation of the annual audit for the fiscal year in which this Agreement is terminated. Consultant shall be compensated for any such post-termination services on an hourly basis not to exceed \$150.00 per hour.

8. ENTIRE AGREEMENT/MODIFICATION/AMENDMENT

- 8.1. This writing contains the entire Agreement of the parties and supercedes 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.
- 8.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

9. INSURANCE

- 9.1 Consultant shall maintain at its sole cost and expense all times, in addition to any other insurance the City may reasonably require, professional liability insurance, employee dishonesty insurance, employer's liability insurance, comprehensive general liability insurance and automotive liability insurance with minimum policy limits for each coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence, single limit for property damage and bodily injury, including death. The City shall be named as an additional insured in the above policies, unless prohibited by law, and Consultant shall provide the City with a certificate evidencing same. Each policy shall also state that it is not subject to cancellation, modification, or reduction in coverage without thirty (30) days written notice to the City prior to the effective date of cancellation, modification, or reduction in coverage.
- 9.2 Consultant shall maintain Worker's Compensation insurance at the statutory minimums required by Chapter 440, Florida Statutes.

9.3 Consultant shall maintain each of the above insurance policies throughout the term of this Agreement and any extensions of this Agreement.

9.4 Consultant shall provide City with a current copy of each of the above insurance policies, and any renewals.

10. SEVERABILITY

10.1. 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.

11. GOVERNING LAW

11.1. 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.

12. WAIVER

12.1. 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.

13. NOTICES/AUTHORIZED REPRESENTATIVES

13.1. Any notices required or permitted 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, by registered or certified mail with postage prepaid return receipt requested, addressed to the parties at the following addresses:

For the City:
City of Marathon
Attention: Roger T. Hernstadt, City Manager
9805 Overseas Highway
Marathon, Florida 33050
Telephone: (305) 743-0033
Facsimile: (305) 743-3667

With a copy to:
Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A..
Attention: John Herin, Esq.
150 W. Flagler Street, Suite 2200
Miami, FL 33130
Telephone: (305) 789-3532
Facsimile: (305) 789-3395

For Consultant:
Bishop, Rosasco and Company
Attention: Peter Rosasco, CPA
8085 Overseas Highway
Marathon, Florida 33050
Telephone: (305) 743-6586
Facsimile: (305) 743-0726

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions hereof.

14. INDEPENDENT CONTRACTOR

- 14.1. Consultant is and shall remain an independent contractor and is not an employee or agent of the City. Services provided by Consultant shall be by employees of Consultant working under the supervision and direction of Consultant and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the City. Consultant agrees that it is a separate and independent enterprise from the City.
- 14.2. 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. This Agreement shall not be construed as creating any joint employment relationship between Consultant and the City, and the City will not be liable for any obligation incurred by Consultant, including but not limited to, unpaid minimum wages and/or overtime payments.

15. ASSIGNMENT

15.1. The parties agree that the professional services of Bishop, Rosasco and Company are personal in nature and are considered material to the performance of Consultant's obligation under this Agreement. Accordingly, this Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Council at the City's sole discretion.

16. PROHIBITION AGAINST CONTINGENT FEES

16.1. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for 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 Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

17. WARRANTIES OF CONSULTANT

17.1. Consultant warrants and represents that at all time during the term of this Agreement it shall maintain in good standing all licenses and certificates required under federal, state and local laws necessary to perform the Scope of Services specified in this Agreement, including but not limited to maintaining any required software registration and licensing.

17.2. Consultant warrants and represents that its employees providing services to the City under this Agreement will abide by the applicable Code of Ethics for Public Officers and employees, Chapter 112 Florida Statutes, as it may be amended from time to time.

18. ATTORNEYS FEES

18.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

19. WAIVER OF JURY TRIAL

19.1. In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

WITNESSES:

Lillian May
Print Name: Lillian May
Diane Clavie
Print Name: Diane Clavie

BISHOP, ROSASCO AND COMPANY

By: P. Rosasco
Print Name: Peter Rosasco, CPA
Date: 8-3-10

ATTEST:

Diane Clavie
City Clerk

CITY OF MARATHON

By: Ginger Sneed
Mayor Ginger Sneed
Date: 7-29-10

APPROVED AS TO FORM:

[Signature]
City Attorney

Exhibit "A"

Hourly Rates for Bishop, Rosasco and Company

Partner	\$200.00/hour
Manager	\$150.00/hour
Professional Staff	\$100.00/hour
Administrative	\$ 45.00/hour

EXHIBIT B - STATEMENT OF WORK/LETTER

Dennis M. Bishop, CPA (ret)
Rita A. Couch, CPA
Linda K. Johnson, CPA



Peter L. Rosasco, CPA
Donna M. Hoffman, CPA
James O. Taylor, CPA

August 18, 2025

TO: Ron Saunders, Manager
Village of Islamorada

RE: Village of Islamorada Professional Government Finance Consulting Services

The following shall set fourth our understanding regarding the captioned matter. Our firm will provide professional government finance consulting services to the Village of Islamorada.

Scope of Services

We are to provide you with government finance and accounting services. Our scope of services is as follows:

1. Assist you and your staff with the preparation of the Village's annual budget and TRIM compliance.
2. Coordinate with you, the Finance Director, and other Village Staff or consultants as directed on the capital needs of the Village.
3. Assist the Village in obtaining financing, if necessary.
4. Aid in maintaining an accounting system in compliance with Governmental Accounting Standards Board, the Uniform Accounting System prescribed by the Florida Department of Banking, Finance for Government accounting, and rules of the Auditor General and any other applicable state and federal regulations.
5. Assist the Village auditors by providing requested information to the auditors, including meeting with auditors to ensure that the auditors are provided all necessary documents to prepare the Villages' annual audit and Annual Comprehensive Financial Report for Units of Local Governments and distribute to the State.
6. Assist with preparation and submittal of the State Annual Financial Report (AFR) using the Local Government Electronic Reporting (LOGGER) System.
7. Assist Finance Director with ongoing general ledger maintenance and internal accounting reports, budget amendments, etc.

8085 Overseas Hwy
Marathon, FL 33050
(305) 743-6586
(305)743-0726 Fax

8. Assist with evaluation of wastewater and stormwater utility rates, deferred maintenance, current maintenance, and operational issues.

Fee:

The fee for these services will be a fixed monthly retainer of \$9,250.

Either party may terminate this agreement without cause upon 60 day written notice to the other party.

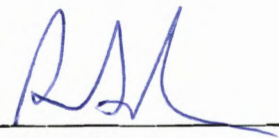
E-Verify System

Beginning January 1, 2021, in accordance with F.S. 448.095, the Contractor and any subcontractor shall register with and shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the Contract term. Any subcontractor shall provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall comply with and be subject to the provisions of F.S. 448.095

Please acknowledge our understanding by signing in the space provided below and returning a copy of this letter to me at your convenience.


Peter L. Rosasco, CPA
Bishop, Rosasco & Co.

Date: 8-18-25

Accepted by: 
Ron Saunders, Village Manager
Village of Islamorada

Date: 08/19/2025

EXHIBIT C – AFFIDAVITS

AFFIDAVIT REGARDING ENTITIES OF FOREIGN COUNTRIES OF CONCERN

_____ (Name of Entity) is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

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

By: _____
Name: _____
Title: _____

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

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

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

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

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

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

By: _____
Name: _____
Title: _____



Council Communication

To: Mayor and Village Council
From: Hatti Jenkins, Finance Director
Date: November 10, 2025
SUBJECT: **Resolution Approving FY 2024-2025 Year-End Budget Amendment TAB 14**

Background:

On September 17, 2024, the Village Council approved the FY 2024-2025 budget through adoption of Resolution No. 24-09-104. The adopting Resolution states that the budget establishes an initial limitation on expenditures by department or category total and that the total sum allocated to each department, category or line item for operating expenses may be increased or decreased by the Village Manager in accordance with the provisions of the Resolution and the Village Charter. Further, the Village Manager shall prepare for approval a resolution amending the budget to reflect such department, category or line item reallocation for presentation to the Village Council if overages occur.

At its meeting on May 6, 2025, the Village Council adopted Resolution No. 25-05-33 approving a first FY 2024-2025 budget amendment. The attached Resolution serves to memorialize Village Council approval for a second amendment to the FY 2024-2025 budget to reflect changes in the budget by line item based on activity in the fiscal year through May 31, 2025.

Section 166.241, *Florida Statutes*, allows a municipality to amend its budget within sixty (60) days following the fiscal year end. The Village's fiscal year ends on September 30. A re-appropriation budget amendment provides a municipality the opportunity to reflect increased revenues in order to offset expenditure budget overages. The year-end budget amendment serves as a tool to inform the Village Council and the public of funds where revenues received during the fiscal year are projected to be more or less than expenditures and the resulting effect on fund balance.

Analysis:

The attached resolution serves to memorialize Village Council approval to amend the FY 2024-2025 budget based upon post-year end activity through November 30, 2025, for the General Fund, the Special Revenues Funds, the Capital Projects Fund and the Debt Services Fund and to adjust line item revenue and expenditure account budgets within a department to cover budget deficiencies at year end. Budget to actual comparisons of enterprise funds are not presented in the Annual Comprehensive Financial Report. However, budget amendments for the Village's Marina, Wastewater and Stormwater Enterprise Funds have also been included in Exhibit A to the resolution.

Budget Impact:

The budget impact by fund is presented in the “Requested Amendment” column of each funds’ budget amendment schedule. The column entitled “FY 24-25 Adjusted Budget” provides the final budget amount for the year.

Staff Impact:

No direct staff impact would occur as a result of this budget amendment. Staff will be prepared to explain significant changes and to answer Council questions regarding the budget amendment.

Recommendation:

In order to enhance the Village’s budget to actual reporting in the FY 2024-2025 Annual Comprehensive Financial Report, staff recommends that the Village Council adopt the Resolution and amended budget as presented.

- Attachments:**
1. Reso_FY24-25 Bgt Reapp Amend_111025 RVCM
 2. Exhibit A

RESOLUTION NO. 25-

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

WHEREAS, in accordance with Section 200.065, Florida Statutes and Section 6 of the Village Charter, the Village Council of Islamorada, Village of Islands (the "Village") adopted a Budget for Fiscal Year 2024-2025 by adoption of Resolution No. 24-09-104 on September 17, 2024; and

WHEREAS, in accordance with Section 166.241 Florida Statutes, the Village Council may, within sixty (60) days following the end of a fiscal year, amend the budget for that year; and

WHEREAS, pursuant to Section 6 of Resolution No. 24-09-104, the Village Manager is authorized to propose a resolution to amend the budget to reallocate department, category or line item budget allocations.

**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. **Budget Amendment.** In accordance with Section (6)(3) of the Village Charter and Section 6 of Resolution No. 24-09-104, the Village Council hereby approves the amendment to the Budget adopted as Exhibit 'A' of Resolution No. 24-09-104 for Fiscal Year 2024-2025 as shown on Exhibit 'A' attached hereto and retroactive to September 30, 2025.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon its adoption and shall be reflected in the FY 2024-2025 budget as of September 30, 2025.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA:

Mayor Sharon Mahoney _____

Vice Mayor Don Horton _____

Councilman Steve Friedman _____

Councilwoman Deb Gillis _____

Councilwoman Anna Richards _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

Fund: 001 - General Fund		BUDGET				FY 24-25 ACTUALS (Unaudited) as of 9/30/2025	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 33%
		FY 24-25 Adopted Budget	FY 24-25 Approved Amendments	FY 24-25 Budget Amendment - Requested	Proposed FY 24-25 Amended Budget			
Revenues								
Taxes								
001-311-000	Ad Valorem Taxes	16,738,600.00	-	-	16,738,600.00	16,665,580.22	(73,019.78)	99.56%
001-315-000	Communication Services Tax	411,503.00	-	-	411,503.00	355,112.50	(56,390.50)	86.30%
		17,150,103.00	-	-	17,150,103.00	17,020,692.72	(129,410.28)	99.25%
Licenses & Permits								
001-323-700	Franchise Fee - Solid Waste	876,518.00	-	-	876,518.00	980,722.68	104,204.68	111.89%
001-329-000	Other Permits, Fees & Special Assmts	2,500.00	500.00	-	3,000.00	4,100.00	1,100.00	136.67%
001-329-001	Vacation Rental Permit Fee	375,000.00	14,152.50	-	389,152.50	462,955.00	73,802.50	118.96%
001-329-005	BPAS Application Fee	-	600.00	-	600.00	600.00	-	-
001-329-006	A-Frame Sign Registration Fee	2,500.00	-	-	2,500.00	3,350.00	850.00	134.00%
001-329-007	In Lieu of Landscape Mitigation Fee	100,000.00	-	-	100,000.00	75,952.38	(24,047.62)	75.95%
001-329-009	Foreclosure Registration Fee	800.00	100.00	-	900.00	1,000.00	100.00	111.11%
		1,357,318.00	15,352.50	-	1,372,670.50	1,528,680.06	156,009.56	111.37%
Intergovernmental								
001-334-200	FDEP Stewardship Act Grant Proceeds	3,350,000.00	-	-	3,350,000.00	-	(3,350,000.00)	0.00%
001-335-122	Monroe County Business Tax Distribution	25,000.00	-	-	25,000.00	42,405.16	17,405.16	169.62%
001-335-140	Mobile Home License Tax	1,500.00	-	-	1,500.00	1,764.49	264.49	117.63%
001-335-150	Alcoholic Beverage License Tax	20,000.00	-	-	20,000.00	26,271.70	6,271.70	131.36%
001-335-180	Local Government Half-Cent Sales Tax Program	1,844,270.00	-	-	1,844,270.00	1,569,475.38	(274,794.62)	85.10%
001-335-210	Firefighter Supplemental Compensation	10,000.00	-	-	10,000.00	11,361.67	1,361.67	113.62%
001-335-701	FDEP Surcharge Tax - Windley Key	8,500.00	-	-	8,500.00	7,101.08	(1,398.92)	83.54%
001-336-000	State Payments In Lieu Of Taxes	2,700.00	-	-	2,700.00	2,670.31	(29.69)	98.90%
001-337-701	TDC Beach Maintenance Agreement	99,000.00	-	-	99,000.00	99,000.00	-	100.00%
		5,360,970.00	-	-	5,360,970.00	1,760,049.79	(3,600,920.21)	32.83%
Fines & Forfeitures								
001-354-000	Code Compliance Lien Payments	150,000.00	-	-	150,000.00	8,575.00	(141,425.00)	5.72%
001-359-001	MCSO Citation Payments	45,000.00	-	-	45,000.00	35,121.38	(9,878.62)	78.05%
001-359-002	MCSO Citations - Training Surcharge	3,500.00	-	-	3,500.00	3,747.98	247.98	107.09%
		198,500.00	-	-	198,500.00	47,444.36	(151,055.64)	23.90%
Charges for Services								
001-329-003	Fire Inspection Fee	14,000.00	-	-	14,000.00	4,075.00	(9,925.00)	29.11%
001-329-004	Developmental Permit Application Fee	100,000.00	-	-	100,000.00	90,790.00	(9,210.00)	90.79%
001-329-008	Cost Recovery Revenue	30,000.00	-	-	30,000.00	30,246.02	246.02	100.82%
001-342-200	Special Event Fire Protection Fee	10,000.00	-	-	10,000.00	15,369.00	5,369.00	153.69%
001-342-401	Emergency Management Service Fee	230,000.00	-	-	230,000.00	231,387.13	1,387.13	100.60%
001-347-201	Park Entrance Fee	400,000.00	-	-	400,000.00	372,637.40	(27,362.60)	93.16%
001-347-501	Pool Entrance Fee	45,000.00	-	-	45,000.00	32,713.83	(12,286.17)	72.70%
001-347-502	Pool/Park Membership - Resident	20,000.00	-	-	20,000.00	19,044.32	(955.68)	95.22%
001-347-503	Pool/Park Membership - Non-Resident	20,000.00	-	-	20,000.00	16,594.60	(3,405.40)	82.97%
001-347-901	Recreation Camp Fee	55,000.00	-	-	55,000.00	47,725.00	(7,275.00)	86.77%
001-362-001	Park Facilities Rental Fee	30,000.00	5,367.53	-	35,367.53	43,598.30	8,230.77	123.27%
001-362-002	Pool Team Rental Fee	15,000.00	16,619.36	-	31,619.36	44,635.66	13,016.30	141.17%
001-362-003	Swim Instruction	55,000.00	-	-	55,000.00	85,877.00	30,877.00	156.14%
001-362-004	Dive Instruction	10,000.00	-	-	10,000.00	9,165.00	(835.00)	91.65%
001-362-005	Tennis Instruction	165,000.00	-	-	165,000.00	191,643.00	26,643.00	116.15%
001-362-006	Water Aerobics Instruction	20,000.00	-	-	20,000.00	21,119.00	1,119.00	105.60%
001-362-007	Synchronized Swim Instruction	15,000.00	-	-	15,000.00	18,650.00	3,650.00	124.33%
001-362-008	Freediving Instruction	2,000.00	-	-	2,000.00	4,380.00	2,380.00	219.00%
001-362-009	Fitness Instruction	25,000.00	1,380.00	-	26,380.00	27,790.00	1,410.00	105.34%
		1,261,000.00	23,366.89	-	1,284,366.89	1,307,440.26	23,073.37	101.80%
Interest & Miscellaneous								
001-361-000	Interest Revenue	150,000.00	192,058.57	-	342,058.57	914,472.76	572,414.19	267.34%
001-369-000	Miscellaneous Revenue	50,000.00	-	-	50,000.00	33,252.28	(16,747.72)	66.50%
001-369-001	Retail Sales	1,800.00	-	-	1,800.00	1,463.92	(336.08)	81.33%
001-369-003	Impact Admin Fees	10,000.00	-	-	10,000.00	7,052.40	(2,947.60)	70.52%
001-369-004	Opioid Settlement	-	6,588.86	-	6,588.86	6,588.86	-	100.00%
001-369-901	WEX Fuel Credit	1,800.00	-	-	1,800.00	1,463.92	(336.08)	81.33%
		213,600.00	198,647.43	-	412,247.43	964,294.14	552,046.71	233.91%
Transfers In								
001-381-000	Transfers In (Building Fund)	84,000.00	-	-	84,000.00	84,000.00	-	100.00%
	Total Revenues	25,625,491.00	237,366.82	-	25,862,857.82	22,712,601.33	(3,150,256.49)	87.82%

Fund: 001 - General Fund		BUDGET				FY 24-25 ACTUALS (Unaudited) as of 9/30/2025	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 33%
		FY 24-25 Adopted Budget	FY 24-25 Approved Amendments	FY 24-25 Budget Amendment - Requested	Proposed FY 24-25 Amended Budget			
Expenditures								
Village Council								
001-0100-511-11	Village Council Salaries	60,000.00		(1,000.00)	59,000.00	59,000.00	-	100.00%
001-0100-511-21	Payroll Taxes	4,600.00		1,700.00	6,300.00	6,247.61	52.39	99.17%
001-0100-511-31	Professional Services	186,570.00	-	8,500.00	195,070.00	194,975.00	95.00	99.95%
	<i>Gray Robinson (State Lobbyists)</i>	110,000.00		-	108,180.00	108,180.00		
	<i>Thorn Run Partners (Federal Lobbyists)</i>	70,000.00		-	66,000.00	66,000.00		
	<i>Other / Misc</i>	6,570.00		-	20,795.00	20,795.00		
001-0100-511-40	Travel & Per Diem	22,000.00		(4,000.00)	18,000.00	17,761.76	238.24	98.68%
001-0100-511-41	Communications	5,000.00		(1,600.00)	3,400.00	3,238.80	161.20	95.26%
001-0100-511-42	Freight & Postage	-	110.19	(110.19)	-	-	-	
001-0100-511-48	PR / Advertising	265,000.00	(110.19)	(51,000.00)	213,889.81	213,054.59	835.22	99.61%
	<i>Holiday Decorations (Holiday Lightscapes)</i>	105,200.00		-	105,200.00	105,134.00		
	<i>Newspaper Advertisements</i>	20,000.00		-	20,000.00	1,598.00		
	<i>Rotary Fireworks</i>	15,000.00		-	15,000.00	-		
	<i>Charitable Contributions Program</i>	110,000.00		-	110,000.00	67,000.00		
	<i>Other / Misc</i>	14,800.00		-	14,800.00	2,486.66		
001-0100-511-49	Other Expenses	-		61,300.00	61,300.00	61,228.07	71.93	99.88%
001-0100-511-51	Office Supplies & Expenses	4,700.00		2,500.00	7,200.00	7,089.00	111.00	98.46%
001-0100-511-54	Dues & Subscriptions	2,811.00		-	2,811.00	2,442.77	368.23	86.90%
001-0100-511-55	Training	5,000.00		(2,400.00)	2,600.00	2,581.00	19.00	99.27%
		555,681.00	-	13,889.81	569,570.81	567,618.60	1,952.21	99.66%
Village Attorney								
001-0200-514-31	Professional Services	750,000.00	-	(80,000.00)	670,000.00	664,616.35	5,383.65	99.20%
	<i>Weiss, Serota (Litigation; Legal)</i>	750,000.00		-	750,000.00	664,616.35		
001-0200-514-41	Communications	2,500.00		-	2,500.00	2,045.45	454.55	81.82%
001-0200-514-51	Office Supplies & Expenses	2,500.00		-	2,500.00	138.97	2,361.03	5.56%
001-0200-514-54	Dues & Subscriptions	500.00		-	500.00	208.12	291.88	41.62%
		755,500.00	-	(80,000.00)	675,500.00	667,008.89	8,491.11	98.74%
Village Manager								
001-0300-512-12	Regular Salaries & Wages	551,500.00		123,000.00	674,500.00	673,969.46	530.54	99.92%
001-0300-512-14	Overtime	50,500.00		(30,950.00)	19,550.00	778.60	18,771.40	3.98%
001-0300-512-21	Payroll Taxes	40,000.00		9,400.00	49,400.00	49,389.50	10.50	99.98%
001-0300-512-22	Retirement Contributions	117,300.00		-	117,300.00	103,950.70	13,349.30	88.62%
001-0300-512-23	Employee Insurance Premiums	78,731.00		24,500.00	103,231.00	103,212.35	18.65	99.98%
001-0300-512-31	Professional Services	312,800.00	-	(130,000.00)	182,800.00	180,688.43	2,111.57	98.84%
	<i>Property Appraisals</i>	30,000.00		-	30,000.00			
	<i>Lifescan</i>	30,000.00		-	30,000.00	6,685.00		
	<i>Canal Consulting & Monitoring (IWSP)</i>	90,000.00		-	90,000.00	114,722.84		
	<i>MHN (EE Assist Program)</i>	9,500.00		-	9,500.00	9,499.92		
	<i>Government.com (Applicant Tracking App)</i>	10,300.00		-	10,300.00	11,093.25		
	<i>Canal #145 Design & Permitting</i>	95,500.00		-	95,500.00			
	<i>Other / Misc</i>	32,500.00		-	32,500.00	6,187.42		
	<i>Wage & Benefit Study</i>	15,000.00		-	15,000.00	32,500.00		
001-0300-512-40	Travel & Per Diem	7,500.00		-	7,500.00	3,184.95	4,315.05	42.47%
001-0300-512-41	Communications	6,500.00		-	6,500.00	4,811.35	1,688.65	74.02%
001-0300-512-42	Freight & Postage	500.00		50.00	550.00	531.55	18.45	96.65%
001-0300-512-46	Repair & Maintenance	3,000.00		-	3,000.00	650.00	2,350.00	21.67%
001-0300-512-48	PR / Advertising	10,000.00		-	10,000.00	8,117.82	1,882.18	81.18%
001-0300-512-49	Other Expenses	8,000.00		2,100.00	10,100.00	10,028.89	71.11	99.30%
001-0300-512-51	Office Supplies & Expenses	5,000.00		-	5,000.00	2,903.74	2,096.26	58.07%
001-0300-512-52	Operating Supplies	2,000.00		-	2,000.00	921.92	1,078.08	46.10%
001-0300-512-54	Dues & Subscriptions	13,600.00		1,900.00	15,500.00	15,453.64	46.36	99.70%
001-0300-512-55	Training	4,950.00		-	4,950.00	545.00	4,405.00	11.01%
		1,211,881.00	-	-	1,211,881.00	1,159,137.90	52,743.10	95.65%
Village Clerk								
001-0400-512-12	Regular Salaries & Wages	174,800.00		1,700.00	176,500.00	176,487.90	12.10	99.99%
001-0400-512-14	Overtime	5,000.00	3,392.86	5,050.00	13,442.86	13,399.90	42.96	99.68%
001-0400-512-21	Payroll Taxes	13,800.00		500.00	14,300.00	14,278.33	21.67	99.85%
001-0400-512-22	Retirement Contributions	24,600.00		1,300.00	25,900.00	25,898.10	1.90	99.99%
001-0400-512-23	Employee Insurance Premiums	14,345.00		45,500.00	59,845.00	59,738.14	106.86	99.82%

Fund: 001 - General Fund		BUDGET				FY 24-25 ACTUALS (Unaudited) as of 9/30/2025	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 33%
		FY 24-25 Adopted Budget	FY 24-25 Approved Amendments	FY 24-25 Budget Amendment - Requested	Proposed FY 24-25 Amended Budget			
001-0400-512-31	Professional Services	15,052.00	-	(10,000.00)	5,052.00	4,124.34	927.66	81.64%
	<i>Municode (Code of Ord Svcs)</i>	4,500.00		-	4,500.00	-		
	<i>All Point (Doc shred) now Shred Monkeys</i>	1,500.00		-	1,500.00	700.00		
	<i>CivicPlus Agenda Mgmt software</i>	8,582.00		-	8,582.00	2,536.84		
	<i>DocuSign</i>	200.00		-	200.00	-		
	<i>Public Records Requests</i>	-		-	-	887.50		
001-0400-512-40	Travel & Per Diem	6,000.00		(2,000.00)	4,000.00	3,959.42	40.58	98.99%
001-0400-512-41	Communications	3,000.00			3,000.00	2,579.24	420.76	85.97%
001-0400-512-42	Freight & Postage	1,000.00			1,000.00	2.81	997.19	0.28%
001-0400-512-48	PR / Advertising	4,000.00			4,000.00	3,214.30	785.70	80.36%
001-0400-512-49	Other Expenses	500.00			500.00	283.70	216.30	56.74%
001-0400-512-51	Office Supplies & Expenses	4,000.00		1,300.00	5,300.00	5,249.61	50.39	99.05%
001-0400-512-54	Dues & Subscriptions	25,000.00	(3,392.86)		21,607.14	19,798.11	1,809.03	91.63%
001-0400-512-55	Training	3,200.00		(1,500.00)	1,700.00	1,575.00	125.00	92.65%
		294,297.00	-	41,850.00	336,147.00	330,588.90	5,558.10	98.35%
Finance								
001-0500-513-12	Regular Salaries & Wages	452,700.00		(51,000.00)	401,700.00	401,533.96	166.04	99.96%
001-0500-513-14	Overtime	10,000.00		-	10,000.00	8,427.97	1,572.03	84.28%
001-0500-513-21	Payroll Taxes	34,800.00		-	34,800.00	30,183.68	4,616.32	86.73%
001-0500-513-22	Retirement Contributions	63,100.00			63,100.00	56,922.63	6,177.37	90.21%
001-0500-513-23	Employee Insurance Premiums	108,189.00		33,000.00	141,189.00	141,162.87	26.13	99.98%
001-0500-513-24	Workers' Compensation	137,088.00		-	137,088.00	128,892.70	8,195.30	94.02%
001-0500-513-31	Professional Services	50,000.00		17,000.00	67,000.00	66,188.69	811.31	98.79%
	<i>Integrity (Arbitrage)</i>	2,500.00		-	2,500.00	-		
	<i>Foster & Foster (OPEB Valuation)</i>	5,000.00		-	5,000.00	2,700.00		
	<i>Ben Few (Risk Mgmt Svcs)</i>	36,000.00		-	36,000.00	36,000.00		
	<i>Tyler Technologies (configuration & training)</i>	4,000.00			4,000.00	-		
	<i>Finance support services</i>					23,075.00		
	<i>Other / Misc</i>	2,500.00		-	2,500.00	4,413.69		
001-0500-513-32	Accounting & Auditing Services	65,000.00		-	65,000.00	55,600.00	9,400.00	85.54%
001-0500-513-40	Travel & Per Diem	10,000.00		(800.00)	9,200.00	6,087.27	3,112.73	66.17%
001-0500-513-41	Communications	3,500.00		-	3,500.00	2,579.24	920.76	73.69%
001-0500-513-42	Freight & Postage	1,700.00		150.00	1,850.00	1,836.19	13.81	99.25%
001-0500-513-43	Utilities	55,000.00		-	55,000.00	39,926.97	15,073.03	72.59%
001-0500-513-44	Rentals & Leases	6,000.00		-	6,000.00	3,965.00	2,035.00	66.08%
001-0500-513-45	Insurance	625,000.00		-	625,000.00	560,717.00	64,283.00	89.71%
001-0500-513-48	PR / Advertising	1,000.00		1,300.00	2,300.00	2,251.90	48.10	97.91%
001-0500-513-49	Other Expenses	12,000.00			12,000.00	10,613.93	1,386.07	88.45%
001-0500-513-51	Office Supplies & Expenses	7,500.00		350.00	7,850.00	7,809.79	40.21	99.49%
001-0500-513-54	Dues & Subscriptions	42,000.00			42,000.00	37,693.88	4,306.12	89.75%
001-0500-513-55	Training	4,500.00			4,500.00	2,575.00	1,925.00	57.22%
		1,689,077.00	-	-	1,689,077.00	1,564,968.67	124,108.33	92.65%
Planning								
001-0600-515-12	Regular Salaries & Wages	849,400.00		(123,758.35)	725,641.65	605,194.02	120,447.63	83.40%
001-0600-515-14	Overtime	10,000.00		-	10,000.00	6,462.20	3,537.80	64.62%
001-0600-515-21	Payroll Taxes	65,800.00		-	65,800.00	46,050.33	19,749.67	69.99%
001-0600-515-22	Retirement Contributions	117,200.00		-	117,200.00	85,521.45	31,678.55	72.97%
001-0600-515-23	Employee Insurance Premiums	208,902.00		-	208,902.00	156,168.47	52,733.53	74.76%
001-0600-515-25	Unemployment Compensation	-		906.72	906.72	906.72	-	100.00%

Fund: 001 - General Fund		BUDGET				FY 24-25 ACTUALS (Unaudited) as of 9/30/2025	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 33%
		FY 24-25 Adopted Budget	FY 24-25 Approved Amendments	FY 24-25 Budget Amendment - Requested	Proposed FY 24-25 Amended Budget			
001-0600-515-31	Professional Services	275,000.00	-	-	275,000.00	152,813.85	122,186.15	55.57%
	Comprehensive Plan update	225,000.00			225,000.00	90,500.00		
	RES Florida (Eng/Stormwater Rvws)	16,000.00		-	16,000.00	50,475.00		
	McFarland Johnson (Site Plan Rvw)	6,500.00		-	6,500.00	-		
	Liquid Web (CV Portal Host)	2,500.00		-	2,500.00	2,027.85		
	Rebecca Jetton (Planning Support Svcs)	22,500.00		-	22,500.00	6,199.00		
	Other / Misc (Recoding Fees)	2,500.00		-	2,500.00	3,612.00		
001-0600-515-40	Travel & Per Diem	7,000.00		-	7,000.00	3,692.92	3,307.08	52.76%
001-0600-515-41	Communications	5,000.00		450.00	5,450.00	5,407.05	42.95	99.21%
001-0600-515-42	Freight & Postage	5,000.00		-	5,000.00	1,630.80	3,369.20	32.62%
001-0600-515-46	Repair & Maintenance	5,000.00		-	5,000.00	2,578.89	2,421.11	51.58%
001-0600-515-48	PR / Advertising	15,000.00		2,400.00	17,400.00	17,310.52	89.48	99.49%
001-0600-515-51	Office Supplies & Expenses	8,000.00		-	8,000.00	3,081.80	4,918.20	38.52%
001-0600-515-52	Operating Supplies	4,000.00		8,800.00	12,800.00	12,795.97	4.03	99.97%
001-0600-515-54	Dues & Subscriptions	43,000.00		1,800.00	44,800.00	44,793.89	6.11	99.99%
001-0600-515-55	Training	10,000.00		-	10,000.00	1,066.80	8,933.20	10.67%
		1,628,302.00		(109,401.63)	1,518,900.37	1,145,475.68	373,424.69	75.41%
IT & Communications								
001-0700-519-12	Regular Salaries & Wages	350,200.00		9,800.00	360,000.00	359,931.61	68.39	99.98%
001-0700-519-14	Overtime	2,500.00		-	2,500.00	1,365.44	1,134.56	54.62%
001-0700-519-21	Payroll Taxes	27,000.00		150.00	27,150.00	27,137.90	12.10	99.96%
001-0700-519-22	Retirement Contributions	48,100.00		1,600.00	49,700.00	49,673.52	26.48	99.95%
001-0700-519-23	Employee Insurance Premiums	41,510.00		21,000.00	62,510.00	62,135.40	374.60	99.40%
001-0700-519-31	Professional Services	120,000.00		-	120,000.00	118,575.14	1,424.86	98.81%
	UDT (Managed Svcs)	25,800.00		-	25,800.00	32,612.50		
	AWS	1,200.00		-	1,200.00	-		
	Liquid Web (Web Site Host)	2,200.00		-	2,200.00	1,940.23		
	Global Relay (Email Archive)	20,000.00		-	20,000.00	18,127.44		
	Nutanix Xi-Leap (3 years in advance)	18,200.00		-	18,200.00	18,190.22		
	Disaster Recovery	8,600.00		-	8,600.00	1,350.00		
	Go Daddy-Office 365 Migration	40,000.00		-	40,000.00	36,900.00		
	Other / Misc	4,000.00		-	4,000.00	9,454.75		
001-0700-519-40	Travel & Per Diem	10,000.00		(9,000.00)	1,000.00	722.94	277.06	72.29%
001-0700-519-41	Communications	52,000.00		-	52,000.00	46,595.85	5,404.15	89.61%
001-0700-519-44	Rentals & Leases	4,500.00		1,400.00	5,900.00	5,831.55	68.45	98.84%
001-0700-519-46	Repair & Maintenance	10,000.00		2,500.00	12,500.00	12,413.50	86.50	99.31%
001-0700-519-51	Office Supplies	3,500.00		-	3,500.00	2,825.63	674.37	80.73%
001-0700-519-52	Operating Supplies	40,000.00		-	40,000.00	32,439.34	7,560.66	81.10%
001-0700-519-54	Dues & Subscriptions	113,200.00		(20,000.00)	93,200.00	87,067.99	6,132.01	93.42%
001-0700-519-55	Training	15,000.00		(7,450.00)	7,550.00	3,925.00	3,625.00	51.99%
		837,510.00		-	837,510.00	810,640.81	26,869.19	96.79%
Local Law Enforcement (MCSO)								
001-0800-521-12	Regular Salaries & Wages	60,800.00		(2,300.00)	58,500.00	58,415.76	84.24	99.86%
001-0800-521-14	Overtime	500.00		2,400.00	2,900.00	2,834.75	65.25	97.75%
001-0800-521-21	Payroll Taxes	4,700.00		-	4,700.00	4,417.87	282.13	94.00%
001-0800-521-22	Retirement Contributions	8,400.00		50.00	8,450.00	8,417.60	32.40	99.62%
001-0800-521-23	Employee Insurance Premiums	6,458.00		14,000.00	20,458.00	20,364.35	93.65	99.54%
001-0800-521-31	Professional Services (MCSO Contract)	3,079,678.00		(15,100.00)	3,064,578.00	2,852,954.05	211,623.95	93.09%
001-0800-521-40	Travel & Per Diem	2,500.00		(2,300.00)	200.00	125.00	75.00	62.50%
001-0800-521-41	Communications	8,000.00		-	8,000.00	7,333.92	666.08	91.67%
001-0800-521-42	Freight & Postage	100.00		-	100.00	12.57	87.43	12.57%
001-0800-521-46	Repair & Maintenance	6,000.00		50.00	6,050.00	6,042.50	7.50	99.88%
001-0800-521-51	Office Supplies & Expenses	1,500.00		700.00	2,200.00	2,175.76	24.24	98.90%
001-0800-521-52	Operating Supplies	90,000.00		2,500.00	92,500.00	92,448.65	51.35	99.94%
001-0800-521-54	Dues & Subscriptions	4,500.00		-	4,500.00	3,537.49	962.51	78.61%
		3,273,136.00		-	3,273,136.00	3,059,080.27	214,055.73	93.46%

Fund: 001 - General Fund		BUDGET				FY 24-25 ACTUALS (Unaudited) as of 9/30/2025	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 33%
		FY 24-25 Adopted Budget	FY 24-25 Approved Amendments	FY 24-25 Budget Amendment - Requested	Proposed FY 24-25 Amended Budget			
Fire Rescue								
001-0900-522-12	Regular Salaries & Wages	3,341,098.00		425,000.00	3,766,098.00	3,763,226.82	2,871.18	99.92%
001-0900-522-13	Other Salaries & Wages	552,194.00		(425,000.00)	127,194.00	59,903.73	67,290.27	47.10%
001-0900-522-14	Overtime	755,864.00		-	755,864.00	634,444.84	121,419.16	83.94%
001-0900-522-21	Payroll Taxes	355,700.00		-	355,700.00	336,396.68	19,303.32	94.57%
001-0900-522-22	Retirement Contributions	1,485,200.00		-	1,485,200.00	1,411,368.81	73,831.19	95.03%
001-0900-522-23	Employee Insurance Premiums	667,681.00		-	667,681.00	604,738.81	62,942.19	90.57%
001-0900-522-31	Professional Services	202,000.00	-	(15,850.00)	202,000.00	125,730.65	76,269.35	62.24%
	<i>Professional ER Svcs (Medical Dir)</i>	80,000.00		-	80,000.00	66,867.20		
	<i>Prof Practice Spt (EMS Billing)</i>	2,500.00		-	2,500.00	-		
	<i>Standard Operating Procedures Manual</i>	24,000.00		-	24,000.00	-		
	<i>LifeScan Wellness</i>	25,000.00		-	25,000.00	23,766.00		
	<i>CEMP update</i>	67,000.00		-	67,000.00	24,761.80		
	<i>Other / Misc</i>	3,500.00		-	3,500.00	10,335.65		
001-0900-522-40	Travel & Per Diem	25,000.00	(101.60)		24,898.40	10,239.87	14,658.53	41.13%
001-0900-522-41	Communications	60,000.00		650.00	60,650.00	60,641.12	8.88	99.99%
001-0900-522-42	Freight & Postage	2,500.00			2,500.00	1,473.81	1,026.19	58.95%
001-0900-522-43	Utilities	38,000.00		6,900.00	44,900.00	44,801.13	98.87	99.78%
001-0900-522-44	Rentals & Leases	190,000.00	101.60		190,101.60	190,101.60	-	100.00%
001-0900-522-45	Insurance	35,000.00			35,000.00	29,812.11	5,187.89	85.18%
001-0900-522-46	Repair & Maintenance	240,000.00		4,300.00	244,300.00	244,279.96	20.04	99.99%
001-0900-522-48	PR / Advertising	2,500.00			2,500.00	730.30	1,769.70	29.21%
001-0900-522-49	Other Expenses	3,000.00			3,000.00	2,458.76	541.24	81.96%
001-0900-522-51	Office Supplies & Expenses	9,000.00			9,000.00	2,277.13	6,722.87	25.30%
001-0900-522-52	Operating Supplies	388,500.00			388,500.00	299,269.62	89,230.38	77.03%
001-0900-522-54	Dues & Subscriptions	50,000.00		2,900.00	52,900.00	52,807.33	92.67	99.82%
001-0900-522-55	Training	30,000.00		1,100.00	31,100.00	31,029.42	70.58	99.77%
		8,433,237.00	-	-	8,449,087.00	7,905,732.50	543,354.50	93.57%
Code Compliance								
001-1100-524-12	Regular Salaries & Wages	133,400.00		(10,000.00)	123,400.00	123,250.07	149.93	99.88%
001-1100-524-14	Overtime	7,500.00		(5,500.00)	2,000.00	1,802.50	197.50	90.13%
001-1100-524-21	Payroll Taxes	10,800.00		(1,300.00)	9,500.00	9,414.76	85.24	99.10%
001-1100-524-22	Retirement Contributions	19,200.00		(1,700.00)	17,500.00	17,425.06	74.94	99.57%
001-1100-524-23	Employee Insurance Premiums	8,603.00	6,361.18	25,000.00	39,964.18	39,478.93	485.25	98.79%
001-1100-524-31	Professional Services	20,000.00	-	-	8,100.00	7,566.92	533.08	93.42%
	<i>Billing, Cochran, Lyles, et. al. (Code Magistrate)</i>	15,000.00		-	3,100.00	7,278.42		
	<i>Monroe Cty Clerk of Courts (recordings)</i>	5,000.00			5,000.00	288.50		
001-1100-524-40	Travel & Per Diem	6,000.00		(4,600.00)	1,400.00	1,366.22	33.78	97.59%
001-1100-524-41	Communications	5,000.00			5,000.00	4,590.92	409.08	91.82%
001-1100-524-42	Freight & Postage	2,500.00			2,500.00	2,005.91	494.09	80.24%
001-1100-524-46	Repair & Maintenance	7,500.00		400.00	7,900.00	7,865.17	34.83	99.56%
001-1100-524-51	Office Supplies & Other Expenses	2,500.00			2,500.00	2,101.83	398.17	84.07%
001-1100-524-52	Operating Supplies	5,000.00		2,700.00	7,700.00	7,642.78	57.22	99.26%
001-1100-524-54	Dues & Subscriptions	32,000.00	(6,361.18)	3,800.00	29,438.82	29,400.79	38.03	99.87%
001-1100-524-55	Training	6,000.00		(5,500.00)	500.00	425.04	74.96	85.01%
		266,003.00	-	3,300.00	257,403.00	254,336.90	3,066.10	98.81%
Public Works - Roadway Maintenance								
001-1200-541-12	Regular Salaries & Wages	873,800.00		(77,650.00)	796,150.00	745,640.02 *	50,509.98	93.66%
001-1200-541-14	Overtime	21,000.00		13,000.00	34,000.00	33,658.57 *	341.43	99.00%
001-1200-541-21	Payroll Taxes	71,400.00		-	71,400.00	58,474.65 *	12,925.35	81.90%
001-1200-541-22	Retirement Contributions	117,300.00		-	117,300.00	116,084.76 *	1,215.24	98.96%
001-1200-541-23	Life & Health Insurance	165,206.00		62,000.00	227,206.00	226,911.42 *	294.58	99.87%
001-1200-541-31	Professional Services	1,000.00			1,000.00	-		
001-1200-541-40	Travel & Per Diem	5,000.00		-	5,000.00	4,859.75 *	140.25	97.20%
001-1200-541-41	Communications	18,000.00		-	18,000.00	16,199.01 *	1,800.99	89.99%
001-1200-541-42	Freight & Postage	500.00			500.00	31.56 *	468.44	6.31%
001-1200-541-43	Utilities	100,000.00		-	100,000.00	79,387.50 *	20,612.50	79.39%
001-1200-541-44	Rentals & Leases	10,000.00		-	10,000.00	7,454.95 *	2,545.05	74.55%

Fund: 001 - General Fund		BUDGET				FY 24-25 ACTUALS (Unaudited) as of 9/30/2025	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 33%
		FY 24-25 Adopted Budget	FY 24-25 Approved Amendments	FY 24-25 Budget Amendment - Requested	Proposed FY 24-25 Amended Budget			
001-1200-541-46	Repair & Maintenance	444,000.00	-	-	444,000.00	140,485.45 *	303,514.55	31.64%
	Elevator Inspections	3,500.00		-	3,500.00	2,890.75	609.25	82.59%
	Vehicle R&M	60,000.00		-	60,000.00	28,693.58		
	Equipment R&M	20,000.00		-	20,000.00	26,273.46		
	Building & Facility R&M	50,000.00		-	50,000.00	47,884.54		
	Lower Mat Culvert Project	20,000.00		-	20,000.00			
	Fia Keys Aeration Canal Project R&M	15,000.00		-	15,000.00			
	Invasive Plant Removal (Stantec)	30,000.00		-	30,000.00	18,750.00 x		
	Island Pride Cleaning Service	15,500.00		-	15,500.00	15,993.12 x		
	Mangrove Trimming	20,000.00		-	20,000.00			
	Village Hall - seal joints & repaint	200,000.00		-	200,000.00			
	Other Misc	10,000.00		-	10,000.00			
001-1200-541-48	PR/Advertising	500.00			500.00	-	500.00	0.00%
001-1200-541-51	Office Supplies	3,000.00		-	3,000.00	1,497.85 *	1,502.15	49.93%
001-1200-541-52	Operating Supplies	160,000.00		2,100.00	162,100.00	162,065.63 *	34.37	99.98%
001-1200-541-54	Dues & Subscriptions	1,700.00		550.00	2,250.00	2,245.62 *	4.38	99.81%
001-1200-541-55	Training	3,500.00		-	3,500.00	1,434.00 *	2,066.00	40.97%
001-1200-541-99	Allocation to Transportation Fund	(1,297,339.00)		-	(1,297,339.00)	(1,015,096.95) *	(282,242.05)	78.24%
		698,567.00			698,567.00	581,333.79	116,842.46	83.22%
Public Works - Fills								
001-1201-541-12	Regular Salaries & Wages	43,100.00		900.00	44,000.00	43,970.03	29.97	99.93%
001-1201-541-14	Overtime	119,000.00		(19,000.00)	100,000.00	94,161.52	5,838.48	94.16%
001-1201-541-21	Payroll Taxes	3,300.00	2,736.96	4,500.00	10,536.96	10,473.03	63.93	99.39%
001-1201-541-22	Retirement Contributions	5,900.00		100.00	6,000.00	5,986.51	13.49	99.78%
001-1201-541-23	Employee Insurance Premiums	4,413.00		-	4,413.00	3,904.52	508.48	88.48%
001-1200-541-44	Rentals & Leases	4,000.00	(2,736.96)	-	1,263.04	-	1,263.04	0.00%
001-1200-541-52	Operating Supplies	2,500.00		-	2,500.00	-	2,500.00	0.00%
		182,213.00		(13,500.00)	168,713.00	158,495.61	10,217.39	93.94%
Parks & Recreation								
001-1300-572-12	Regular Salaries & Wages	930,519.00		(33,767.48)	896,751.52	850,459.63	46,291.89	94.84%
001-1300-572-13	Other Salaries & Wages	184,165.00		3,200.00	187,365.00	187,275.19	89.81	99.95%
001-1300-572-14	Overtime	40,000.00		-	40,000.00	36,107.35	3,892.65	90.27%
001-1300-572-21	Payroll Taxes	88,333.00		-	88,333.00	80,839.49	7,493.51	91.52%
001-1300-572-22	Retirement Contributions	140,056.00		-	140,056.00	111,995.11	28,060.89	79.96%
001-1300-572-23	Employee Insurance Premiums	362,463.00		-	362,463.00	331,222.64	31,240.36	91.38%
001-1300-572-31	Professional Services	751,000.00		(18,742.57)	732,257.43	464,231.47	268,025.96	63.40%
	Swimming	63,000.00		-	63,000.00	76,758.30		
	Synchronized Swimming	15,000.00		-	15,000.00	16,420.50		
	Tennis	160,000.00		-	160,000.00	170,795.70		
	Fitness	25,000.00		-	25,000.00	24,948.00		
	Diving	11,000.00		-	11,000.00	8,460.00		
	Freediving	5,000.00		-	5,000.00	3,942.00		
	Water Aerobics	20,000.00		-	20,000.00	18,931.50		
	Pool Rehab Consultant	189,000.00		-	189,000.00			
	Miller Legg Master Plan	176,000.00		-	176,000.00	134,650.00		
	Leak Detection-Pool	25,000.00		-	25,000.00			
	Police Detail	10,000.00		-	10,000.00	6,047.29		
	Site Plan Consultant-Master Plan Results	50,000.00		-	50,000.00			
	Other/Misc	2,000.00		-	2,000.00	3,278.18		
001-1300-572-40	Travel & Per Diem	2,500.00	(109.98)	109.98	2,500.00	1,437.67	1,062.33	57.51%
001-1300-572-41	Communications	35,700.00		-	35,700.00	21,636.32	14,063.68	60.61%
001-1300-572-42	Freight & Postage	200.00		175.00	375.00	368.62	6.38	98.30%
001-1300-572-43	Utilities	400,000.00		1,200.00	401,200.00	401,134.51	65.49	99.98%
001-1300-572-44	Rentals & Leases	1,000.00		400.00	1,400.00	1,377.40	22.60	98.39%
001-1300-572-46	Repair & Maintenance	95,000.00		10,000.00	105,000.00	104,687.63	312.37	99.70%
001-1300-572-48	PR / Advertising	6,500.00		-	6,500.00	4,688.69	1,811.31	72.13%
001-1300-572-49	Other Expenses	-	109.98	(109.98)	-	-	-	
001-1300-572-51	Office Supplies & Expenses	7,000.00		1,100.00	8,100.00	8,095.73	4.27	99.95%
001-1300-572-52	Operating Supplies	200,000.00		-	200,000.00	199,961.46	38.54	99.98%
001-1300-572-54	Dues & Subscriptions	3,500.00		1,900.00	5,400.00	5,321.26	78.74	98.54%
001-1300-572-55	Training	3,000.00		-	3,000.00	2,162.61	837.39	72.09%
001-1300-574-49	Special Events	75,000.00		-	75,000.00	57,004.71	17,995.29	76.01%
		3,325,936.00		(34,535.05)	3,291,400.95	2,870,007.49	421,393.46	87.20%

Fund: 001 - General Fund		BUDGET				FY 24-25 ACTUALS (Unaudited) as of 9/30/2025	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 33%
		FY 24-25 Adopted Budget	FY 24-25 Approved Amendments	FY 24-25 Budget Amendment - Requested	Proposed FY 24-25 Amended Budget			
<u>Transfers Out</u>								
001-9000-581-01	Transfer to Transportation Fund (103)	831,200.00		27,186.06	858,386.06	858,386.06	-	100.00%
001-9000-581-06	Transfer to Debt Service Fund (200)	305,000.00			305,000.00	304,060.28	939.72	99.69%
001-9000-581-08	Transfer to Capital Projects Fund (300)	300,000.00	-	63,482.74	363,482.74	363,482.74	-	100.00%
	<i>General Purchases</i>	<i>150,000.00</i>		<i>-</i>	<i>150,000.00</i>	<i>-</i>		
	<i>Landscape Mitigation</i>	<i>150,000.00</i>		<i>63,482.74</i>	<i>213,482.74</i>	<i>-</i>		
001-9000-581-43	Transfer to Solid Waste Fund (102)	255,927.00		<i>87,728.07</i>	343,655.07	343,655.07	-	100.00%
		<u>1,692,127.00</u>	-	<u>178,396.87</u>	<u>1,870,523.87</u>	<u>1,525,929.08</u>	<u>344,594.79</u>	<u>81.58%</u>
	Total Expenditures	<u>24,843,467.00</u>	-	<u>-</u>	<u>24,847,417.00</u>	<u>22,600,355.09</u>	<u>2,246,671.16</u>	<u>90.96%</u>
	REVENUES OVER/(UNDER) EXPENDITURES	782,024.00	237,366.82	-	1,015,440.82	112,246.24		

Fund: 101 - Impact Fee Fund		BUDGET				FY24-25 ACTUALS (Unaudited) as of 9/30/2025	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 33%
		FY 24-25 Adopted Budget	FY 24-25 Approved Amendments	FY 24-25 Budget Amendment - Requested	Proposed FY 24-25 Amended Budget			
Revenues								
101-324-110	Impact Fees - Fire Rescue - Residential	40,000.00			40,000.00	32,670.73	(7,329.27)	81.68%
101-324-120	Impact Fees - Fire Rescue - Commercial	-			-	-	-	0.00%
101-324-310	Impact Fees - Transportation - Residential	40,000.00			40,000.00	42,916.71	2,916.71	107.29%
101-324-320	Impact Fees - Transportation - Commercial	-			-	-	-	0.00%
101-324-610	Impact Fees - Parks & Recreation - Residential	150,000.00			150,000.00	158,454.21	8,454.21	105.64%
101-324-620	Impact Fees - Parks & Recreation - Commercial	-			-	-	-	0.00%
101-361-000	Interest Revenue	20,000.00			20,000.00	133,202.98	113,202.98	666.01%
	Total Revenues	250,000.00	-	-	250,000.00	367,244.63	117,244.63	146.90%
Expenditures								
101-9000-581-91	Transfer to Cap Proj Fund	779,699.00	(124,812.50)	422,828.16	1,077,714.66	1,077,714.66	-	100.00%
	<i>Fire (Hydrants)</i>	-		-	-	-	-	
	<i>Parks & Rec (GTH Improvements)</i>	669,699.00		-	669,699.00	667,714.66		
	<i>Parks & Rec (Plantation Tropical Preserve)</i>	110,000.00		-	110,000.00	110,000.00		
	<i>Fire Rescue-Generator Storage Building</i>		(124,812.50)			300,000.00		
	Total Expenditures	779,699.00	(124,812.50)	422,828.16	1,077,714.66	1,077,714.66	-	100.00%
	REVENUES OVER/(UNDER) EXPENDITURES	(529,699.00)	124,812.50	(422,828.16)	(827,714.66)	(710,470.03)		

Fund: 102 - Solid Waste Fund		BUDGET				FY24-25 ACTUALS (Unaudited) as of 9/30/2025	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 33%
		FY 24-25 Adopted Budget	FY 24-25 Approved Amendments	FY 24-25 Budget Amendment - Requested	Proposed FY 24-25 Amended Budget			
Revenues								
102-325-101	Assessment Revenue	2,099,900.00		-	2,099,900.00	2,112,901.45	13,001.45	100.62%
102-361-000	Interest Revenue	5,000.00	2,349.37		7,349.37	8,028.04	678.67	109.23%
102-381-001	Transfer from General Fund	255,927.00		87,728.07	343,655.07	343,655.07	-	100.00%
	Total Revenues	2,360,827.00	2,349.37	87,728.07	2,450,904.44	2,464,584.56	13,680.12	100.56%
Expenditures								
102-1200-534-12	Regular Salaries & Wages	15,100.00		30.00	15,130.00	15,122.73	7.27	99.95%
102-1200-534-21	Payroll Taxes	1,200.00		10.00	1,210.00	1,209.57	0.43	99.96%
102-1200-534-22	Retirement Contributions	2,100.00		(140.00)	1,960.00	1,953.04	6.96	99.64%
102-1200-534-23	Employee Insurance Premiums	1,146.00		70.00	1,216.00	1,213.02	2.98	99.75%
102-1200-534-24	Workers' Comp Insurance	245.00		-	245.00	222.29	22.71	90.73%
102-1200-534-31	Professional Services	6,000.00		95.00	6,095.00	6,091.28	3.72	99.94%
102-1200-534-42	Freight and Postage	110.00		(65.00)	45.00	-	45.00	0.00%
102-1200-534-43	Solid Waste (Utility) Services	2,373,526.00		45,000.00	2,418,526.00	2,418,143.28	382.72	99.98%
	<i>Residential Services</i>					2,376,743.28		
	<i>Quarterly Hazardous Waste Events</i>					41,400.00		
	<i>Special Pick-ups</i>							
1021200-534-45	Insurance	500.00		-	500.00	240.08	259.92	48.02%
102-1200-534-48	Legal Advertisements	500.00		-	500.00	447.00	53.00	89.40%
	Total Expenditures	2,400,427.00	-	45,000.00	2,445,427.00	2,444,642.29	784.71	99.97%
	REVENUES OVER/(UNDER) EXPENDITURES	(39,600.00)	2,349.37	42,728.07	5,477.44	19,942.27		

Fund: 103 - Transportation Fund		BUDGET				FY24-25 ACTUALS (Unaudited) as of 9/30/2025	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 33%
		FY 24-25 Adopted Budget	FY 23-24 Approved Amendments	FY 24-25 Budget Amendment - Requested	Proposed FY 24-25 Amended Budget			
Revenues								
103-312-410	1st Local Option Fuel Tax	286,103.00			286,103.00	272,207.30	(13,895.70)	95.14%
103-312-420	2nd Local Option Fuel Tax	198,094.00			198,094.00	189,562.87	(8,531.13)	95.69%
103-334-002	FDOT Transit Development Grant	276,700.00			276,700.00	276,660.00	(40.00)	99.99%
103-334-420	FDOT Maintenance Contract	65,000.00		-	65,000.00	65,644.00	644.00	100.99%
103-335-120	State Revenue Sharing - Municipal Fuel	501,634.00		-	501,634.00	517,130.21	15,496.21	103.09%
103-338-000	MoCo ILA-Supplemental Gas Tax	22,000.00		-	22,000.00	22,236.00	236.00	101.07%
103-381-001	Transfer from General Fund (Half Cent Sales Tax)	1,685,208.00			1,685,208.00	858,386.06	(826,821.94)	50.94%
	Total Revenues	3,034,739.00	-	-	3,034,739.00	2,201,826.44	(6,090.62)	72.55%
Expenditures								
103-1200-541-01	Freebee Ridesharing Services	553,400.00		-	553,400.00	553,320.00	80.00	99.99%
103-1200-541-02	Road Micro-sealing	250,000.00		-	250,000.00	-	250,000.00	0.00%
103-1200-541-04	Road Elevation Planning Study	420,000.00		-	420,000.00	147,266.80	272,733.20	35.06%
103-1200-541-99	Public Works Roadways Allocation	1,297,339.00		-	1,297,339.00	1,015,096.95	282,242.05	78.24%
		2,520,739.00		-	2,520,739.00	1,715,683.75	805,055.25	68.06%
103-1200-581-01	Transfer to Govtl DS Fund	514,000.00		13,000.00	527,000.00	526,653.42	346.58	99.93%
	Total Expenditures	3,034,739.00	-	13,000.00	3,047,739.00	2,242,337.17	805,401.83	73.57%
	REVENUES OVER/(UNDER) EXPENDITURES	-	-	(13,000.00)	(13,000.00)	(40,510.73)		
	<i>Addition to / (Use of) Fund Balance</i>					<i>575,982.40</i>		

Fund: 104 - Affordable Housing Fund		BUDGET			FY24-25 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget Benchmark = 33%
		FY 24-25 Adopted Budget	FY 24-25 Budget Amendment - Requested	Proposed FY 24-25 Amended Budget			
					as of 9/30/2025	Favorable / (Unfavorable)	
Revenues							
104-324-410	Impact Fees - Affordable Housing - Residential	100,000.00	-	100,000.00	118,471.98	18,471.98	118.47%
104-324-420	Impact Fees - Affordable Housing - Commercial	80,000.00		80,000.00	-	(80,000.00)	0.00%
104-361-100	Interest Revenue	40,000.00	-	40,000.00	120,609.67	80,609.67	301.52%
104-383-001	Aff Hsng Lease Proceeds	-	-	-	3,935.35	3,935.35	
Total Revenues		220,000.00	-	220,000.00	243,017.00	23,017.00	110.46%
Expenditures							
104-0000-554-31	Professional Services	10,000.00	(10,000.00)	-	-	-	
104-0000-554-83	Grants & Aid to Private Citizens	30,000.00	20,000.00	50,000.00	50,000.00	-	100.00%
Total Expenditures		40,000.00	10,000.00	50,000.00	50,000.00	-	100.00%
REVENUES OVER/(UNDER) EXPENDITURES		180,000.00	(10,000.00)	170,000.00	193,017.00		

Fund 107 - Building Fund		BUDGET				FY24-25 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget Benchmark = 33%
		FY 24-25 Adopted Budget	FY 24-25 Approved Amendments	FY 24-25 Budget Amendment - Requested	Proposed FY 24-25 Amended Budget			
						as of 9/30/2025	Favorable / (Unfavorable)	
Revenues								
107-316-000	Contractor Registration Fees	25,000.00	110,185.77	(110,185.77)	25,000.00	21,979.93	(3,020.07)	87.92%
107-322-000	Building Permit Fees	1,800,000.00			1,800,000.00	1,276,713.77	(523,286.23)	70.93%
107-361-001	Interest Revenue	10,000.00	551.83		10,551.83	51,872.14	41,320.31	491.59%
107-369-000	Miscellaneous Revenue	-	250.00		250.00	250.00	-	100.00%
Total Revenues		1,835,000.00	110,737.60	(110,185.77)	1,835,801.83	1,350,815.84	(484,985.99)	73.58%
Expenditures								
107-1000-524-12	Regular Salaries & Wages	792,094.00		(18,000.00)	774,094.00	625,370.51	148,723.49	80.79%
107-1000-524-14	Overtime	25,000.00		-	25,000.00	10,283.34	14,716.66	41.13%
107-1000-524-21	Payroll Taxes	62,508.00		-	62,508.00	48,042.21	14,465.79	76.86%
107-1000-524-22	Retirement Plan Contributions	111,711.00		-	111,711.00	83,366.09	28,344.91	74.63%
107-1000-524-23	Employee Insurance Benefits	118,665.00		18,000.00	136,665.00	136,402.72	262.28	99.81%
107-1000-524-24	Workers' Compensation	13,321.00		-	13,321.00	12,045.21	1,275.79	90.42%
107-1000-524-31	Professional Services	685,000.00	-	-	685,000.00	651,268.31	33,731.69	95.08%
	<i>Harris Computers</i>	<i>3,000.00</i>		<i>-</i>	<i>3,000.00</i>	<i>4,100.00</i>		
	<i>M T Causley (Inspections & Plans Rvw)</i>	<i>400,000.00</i>		<i>-</i>	<i>400,000.00</i>	<i>377,399.89</i>		
	<i>All Aspects (Inspections & Plans Rvw)</i>	<i>250,000.00</i>		<i>-</i>	<i>250,000.00</i>	<i>244,480.00</i>		
	<i>Weiss, Serota (legal services)</i>	<i>1,500.00</i>		<i>-</i>	<i>1,500.00</i>	<i>1,975.00</i>		
	<i>DBPR (Fees to State)</i>	<i>30,000.00</i>		<i>-</i>	<i>30,000.00</i>	<i>17,294.92</i>		
	<i>Misc/Other</i>	<i>500.00</i>		<i>-</i>	<i>500.00</i>	<i>6,018.50</i>		
107-1000-524-40	Travel & Per Diem	10,000.00		2,000.00	12,000.00	11,976.66	23.34	99.81%
107-1000-524-41	Communications	7,000.00		10.00	7,010.00	7,001.43	8.57	99.88%
107-1000-524-42	Freight & Postage	2,500.00		-	2,500.00	1,809.80	690.20	72.39%
107-1000-524-45	Insurance	15,000.00		-	15,000.00	14,201.62	798.38	94.68%
107-1000-524-46	Repair & Maintenance	5,000.00		(2,010.00)	2,990.00	1,963.83	1,026.17	65.68%
107-1000-524-48	PR / Advertising	5,000.00		-	5,000.00	2,312.00	2,688.00	46.24%
107-1000-524-51	Office Supplies & Other Expenses	5,000.00		-	5,000.00	1,463.82	3,536.18	29.28%
107-1000-524-52	Operating Supplies	10,000.00		-	10,000.00	5,023.72	4,976.28	50.24%
107-1000-524-54	Dues & Subscriptions	77,000.00		-	77,000.00	73,374.45	3,625.55	95.29%
107-1000-524-55	Training	10,000.00		-	10,000.00	2,049.75	7,950.25	20.50%
107-1000-524-63	Capital Outlay - Furniture & Equip	27,593.00		1,200.00	28,793.00	28,720.00	73.00	99.75%
107-1000-524-64	Capital Outlay - Vehicles	60,000.00		(1,200.00)	58,800.00	45,491.00	13,309.00	77.37%
107-9000-581-01	Transfer to General Fund	84,000.00		-	84,000.00	84,000.00	-	100.00%
Total Expenditures		2,126,392.00	-	-	2,126,392.00	1,846,166.47	280,225.53	86.82%
REVENUES OVER/(UNDER) EXPENDITURES		(291,392.00)	110,737.60	(110,185.77)	(290,590.17)	(495,350.63)		

Fund: 200 - Debt Service Fund		BUDGET			FY24-25 ACTUALS (Unaudited) as of 9/30/2025	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 33%
		FY 24-25 Adopted Budget	FY 24-25 Budget Amendment - Requested	Proposed FY 24-25 Amended Budget			
Revenues							
200-381-002	Transfer from Transportation Fund	514,000.00	12,653.42	526,653.42	526,653.42	-	100.00%
200-381-003	Transfer from General Fund	305,000.00	-	305,000.00	304,060.28	(939.72)	99.69%
	Total Revenues	819,000.00	12,653.42	831,653.42	830,713.70	(939.72)	99.89%
Expenditures							
200-0500-517-71	Principal	740,000.00	-	740,000.00	738,983.22	1,016.78	99.86%
	2013 Paving Loan	450,000.00	-	450,000.00	450,000.00		
	2012 Refunding of Series 2007	290,000.00	-	290,000.00	288,983.22		
200-0500-517-72	Interest	79,000.00	12,730.48	91,730.48	91,730.48	-	100.00%
	2013 Paving Loan	64,000.00	-	64,000.00	76,653.42		
	2012 Refunding of Series 2007	15,000.00	-	15,000.00	15,077.06		
	Total Expenditures	819,000.00	12,730.48	831,730.48	830,713.70	1,016.78	99.88%
	REVENUES OVER/(UNDER) EXPENDITURES	-	(77.06)	(77.06)	-		

Fund: 300 - Capital Project Fund		BUDGET				FY24-25 ACTUALS (Unaudited) as of 9/30/2025	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 33%
		FY 24-25 Adopted Budget	FY 24-25 Approved Amendments	FY 24-25 Budget Amendment - Requested	Proposed FY 24-25 Amended Budget			
Revenues								
300-312-600	Local Govt Discretionary Sales Surtax	\$ 3,442,800.00	\$ -	\$ -	\$ 3,442,800.00	\$ 3,479,272.13	36,472.13	101.06%
	90% for Capital / Infrastructure Purposes	3,098,520.00	-	-	3,098,520.00	3,131,344.92		
	10% Limit for General Purposes	344,280.00	-	-	344,280.00	347,927.21		
300-334-701	FDEP - Rec Trails Pgm Grant (KTCP)	200,000.00	-	-	200,000.00	200,000.00	-	100.00%
300-334-704	Stewardship Act Grant Proceeds	4,611,667.00	-	-	4,611,667.00	1,832,410.00	(2,779,257.00)	39.73%
	LPA#### - Canal #147	2,100,000.00	-	-	2,100,000.00	1,832,410.00		
	LPA#### - Canal #132	615,000.00	-	-	615,000.00	-		
	Lower Matecumbe Canal Restoration	1,896,667.00	-	-	1,896,667.00	-		
300-334-706	Legislative Funding	150,000.00	-	-	150,000.00	-	(150,000.00)	0.00%
300-337-701	TDC Bricks & Mortar Grant	558,500.00	-	-	558,500.00	-	(558,500.00)	0.00%
	Splash Pad Renovation	61,500.00	-	-	61,500.00	-		
	Library Beach Playground	497,000.00	-	-	497,000.00	-		
300-331-002	FEMA HMGP Grant	375,000.00	-	-	375,000.00	-	-	-
	Critical Power (FS #19, 20 & 21)	-	-	-	-	-	-	-
300-361-100	Interest	50,000.00	13,965.50	-	63,965.50	438,792.78	374,827.28	685.98%
300-369-000	Miscellaneous Revenue	-	8,699.00	366.00	9,065.00	9,065.00	-	100.00%
300-381-000	Transfer from General Fund (001)	1,796,002.00	-	-	1,796,002.00	-	(1,796,002.00)	0.00%
	General Fund for General Capital Purchases	1,796,002.00	-	-	1,796,002.00	-		
300-381-101	Transfer from Impact Fee Fund	779,699.00	124,812.50	-	904,511.50	792,527.16	(111,984.34)	87.62%
	Fire (Storage Building)	-	124,812.50	-	124,812.50	124,812.50		
	Parks & Rec (GTH Improvements)	669,699.00	-	-	669,699.00	667,714.66		
	Parks & Rec (Plantation Tropical Preserve)	110,000.00	-	-	110,000.00	-		
300-388-100	Sale of General Capital Assets	-	25,188.00	154,290.00	179,478.00	179,478.00	-	100.00%
		-	-	-	-	-	-	-
	Total Revenues	11,963,668.00	138,778.00	154,656.00	12,281,924.00	6,931,545.07	(4,984,443.93)	56.44%
Expenditures								
Village Manager								
300-0300-512-69	Canal Restoration Project - #132	615,000.00	-	-	615,000.00	301,276.50	313,723.50	48.99%
300-0300-512-68	Canal Restoration Project - #147 (back filling)	2,100,000.00	-	-	2,100,000.00	1,873,305.00	226,695.00	89.21%
300-0300-512-70	Lower Matecumbe Culvert Restoration	1,896,667.00	-	(1,896,667.00)	-	-	-	#DIV/0!
300-0300-512-71	Land Acquisition	1,000,000.00	-	-	1,000,000.00	-	1,000,000.00	0.00%
Planning								
300-0600-515-64	CityView Upgrade	22,074.00	3,707.00	-	25,781.00	22,976.00	2,805.00	89.12%
Code								
300-1100-524-64	CityView Upgrade	5,119.00	-	9,690.00	14,809.00	14,809.00	-	100.00%

Fund: 300 - Capital Project Fund		BUDGET				FY24-25 ACTUALS (Unaudited) as of 9/30/2025	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 33%
		FY 24-25 Adopted Budget	FY 24-25 Approved Amendments	FY 24-25 Budget Amendment - Requested	Proposed FY 24-25 Amended Budget			
IT & Communications								
300-0700-519-64	Capital Outlay - IT & Communications	336,760.00			336,760.00	197,283.92	139,476.08	58.58%
	Storage Array	137,544			137,544			
	SHI (Nutanix Hardware)	169,447			169,447	82,122.81		
	SHI (cisco Switch for Nutanix Cluster)	23,769			23,769	23,769.18		
	Server Backup	6,000			6,000	53,567.50		
	Microphones for Council Chambers	-			-	30,769.46		
	ID Printer					7,054.97		
Local Law Enforcement (MCSO)								
300-0800-521-31	Prof Svcs - Local Law Enf (Vehicle Amortization)	145,000.00		191,746.00	336,746.00	144,168.96	192,577.04	42.81%
Fire Rescue								
300-0900-522-61	Saferoom & Floodproofing HMGP	-	509.82		509.82	509.82	-	100.00%
300-0900-522-62	Storage Building for Portable Generators	320,000.00	124,812.50	445,690.50	890,503.00	760,503.00	130,000.00	85.40%
	FUNDING: Legislative Appropriation	150,000.00			150,000.00			
	FUNDING: Fire Impact Fees	170,000.00	124,812.50		294,812.50			
300-0900-522-63	Critical Power (HMGP Grant)	235,256.00		-	235,256.00	234,547.96	708.04	99.70%
300-0900-522-64	Capital Outlay - Fire Rescue	1,034,675.00	-	-	1,034,675.00	346,715.34	687,959.66	33.51%
	New Fire Hoses for Vehicles	23,000.00		-	23,000.00	8,500.00		
	Engine 19	300,000.00		-	300,000.00	-		
	Remount to out-of-service rescue	250,000.00		-	250,000.00	287,546.56		
	Kitchen Remodel Station 20	112,000.00		-	112,000.00			
	Double Wall Fuel Tank	28,000.00		-	28,000.00			
	New Ice Machine (FS #20)	5,655.00		-	5,655.00			
	Apex Struts	28,000.00		-	28,000.00			
	Station 20 Stormwater Project	75,000.00		-	75,000.00			
	Bunker Gear	45,000.00		-	45,000.00			
	Exterior Painting - Station 20	50,000.00		-	50,000.00			
	Replacement Fire Hose and Equipment	22,420.00		-	22,420.00			
	800 MHZ Radios (6)	57,000.00		-	57,000.00	50,668.78		
	800 MHZ Pagers (15)	13,500.00		-	13,500.00			
	Station 19 Remodel	19,500.00		-	19,500.00			
	Station 20 Asphalt Resurfacing	5,600.00		-	5,600.00			
Public Works								
300-1200-538-64	Capital Outlay Lower Matecumbe Culvert Project	-		1,896,667.00	1,896,667.00	15,439.70	1,881,227.30	0.81%
300-1200-541-64	Capital Outlay - Public Works	729,882.00	-	-	729,882.00	190,507.65	539,374.35	26.10%
	Stump Grinder	20,000.00		-	20,000.00	21,237.62		
	Scag 61" Mower	15,000.00		-	15,000.00	13,258.94		
	Scag 48" Mower	13,000.00		-	13,000.00	9,793.22		
	Milling Attachment for Skid Steer	50,000.00		-	50,000.00	13,950.00		
	Paint and Seal Village Hall	200,000.00		-	200,000.00			
	Landscaping along US1	150,000.00		-	150,000.00			
	Asphalt Milling Attachment	50,000.00		-	50,000.00			
	Southwinds Gazebo Project	100,000.00		-	100,000.00	8,540.00		
	LIDAR Data Project with WSP	36,882.00		-	36,882.00	7,753.75		
	Library Beach Bathroom	95,000.00		-	95,000.00	105,500.01		
	Toro Debris Blower	-		-	-	10,474.11		
300-1200-541-66	Landscaping Projects	150,000.00		63,482.74	213,482.74	213,482.74	-	100.00%
300-1200-541-67	Green Turtle Hammock Improvements	869,699.00		-	869,699.00	667,714.66	201,984.34	76.78%
300-1300-572-68	146 Sunshine (PTP Entrance)	110,000.00		-	110,000.00	81,750.00	28,250.00	74.32%

Fund: 300 - Capital Project Fund		BUDGET				FY24-25 ACTUALS (Unaudited) as of 9/30/2025	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 33%
		FY 24-25 Adopted Budget	FY 24-25 Approved Amendments	FY 24-25 Budget Amendment - Requested	Proposed FY 24-25 Amended Budget			
Parks & Recreation								
300-1300-572-64	Capital Outlay - Parks & Recreation	184,225.00	-	-	184,225.00	76,430.63	107,794.37	41.49%
	<i>Pool Heat Pumps</i>	15,000.00		-	15,000.00	15,170.68		
	<i>Resurface Basketball Courts</i>	20,000.00		-	20,000.00			
	<i>Club Car Caryall 700</i>	16,225.00		-	16,225.00	15,667.20		
	<i>P & R Management Software</i>	40,000.00		-	40,000.00	12,746.75		
	<i>Manual Max-Sweep Pool Vacuum</i>	5,000.00		-	5,000.00			
	<i>Splash Pad UV Sanitizer Filtration</i>	50,000.00		-	50,000.00			
	<i>Resurface Pickleball Courts</i>	38,000.00		-	38,000.00	32,846.00		
300-1300-572-65	Founders Park ADA Inclusive Playground	600,000.00		-	600,000.00	-	600,000.00	0.00%
300-1300-572-67	Solar Lighting Replacement Project	176,140.00	17,370.50		193,510.50	193,510.50	-	100.00%
300-1300-572-73	Pool Renovation	1,000,000.00			1,000,000.00	99,406.45	900,593.55	9.94%
Transfers Out								
300-9000-581-93	Transfer to Wastewater Ent (402) Fund	1,000,000.00			1,000,000.00	91,517.57	908,482.43	9.15%
	Total Expenditures	12,530,497.00	145,890.00	710,609.24	11,490,329.24	5,525,855.40	5,980,423.36	48.09%
	REVENUES OVER/(UNDER) EXPENDITURES	(566,829.00)	(7,112.00)	(555,953.24)	791,594.76	1,405,689.67		

Fund: 402 - Wastewater Enterprise Fund		BUDGET				FY24-25 ACTUALS (Unaudited) as of 9/30/2025	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 33%
		FY 24-25 Adopted Budget	FY 24-25 Approved Amendments	FY 24-25 Budget Amendment - Requested	Proposed FY 24-25 Amended Budget			
Revenues								
402-325-101	NPK Assessment Principal/Payoff	200,000.00		-	200,000.00	9,389.61	(190,610.39)	4.69%
402-325-104	RSA Assessment Principal/Payoff	650,000.00		-	650,000.00	79,627.47	(570,372.53)	12.25%
402-325-106	Wastewater System Development Charges	275,000.00			275,000.00	50,095.44	(224,904.56)	18.22%
402-331-200	HMGF Grant	495,000.00			495,000.00	-	(495,000.00)	0.00%
402-331-350	ACOE FKWQIP Grant	2,000,000.00			2,000,000.00	-	(2,000,000.00)	0.00%
402-334-352	LPA0087 Stewardship Act Grant	150,000.00			150,000.00	-	(150,000.00)	0.00%
402-343-501	Wastewater Service Charge	6,645,336.00			6,645,336.00	6,363,182.68	(282,153.32)	95.75%
402-361-100	Interest	375,000.00			375,000.00	409,115.47	34,115.47	109.10%
402-369-000	Miscellaneous Revenue	-	9,000.00		9,000.00	75,000.11	66,000.11	833.33%
402-381-000	Transfer from Capital Projects Fund	1,000,000.00		-	1,000,000.00	91,545.88	(908,454.12)	9.15%
	Total Revenues	11,790,336.00	9,000.00	-	11,799,336.00	7,077,956.66	(4,721,379.34)	59.99%
Expenses								
Debt Service								
402-1500-517-71	Debt Service Principal	4,002,500.00		75,000.00	4,077,500.00	4,077,335.74	164.26	100.00%
402-1500-517-72	Debt Service Interest	1,335,500.00		(75,000.00)	1,260,500.00	1,260,273.24	226.76	99.98%
Personnel								
402-1500-535-12	Regular Salaries & Wages	556,911.00		-	556,911.00	554,938.57	1,972.43	99.65%
402-1500-535-14	Overtime	35,000.00	4,389.67	49,000.00	88,389.67	88,382.52	7.15	99.99%
402-1500-535-21	Payroll Taxes	45,208.00		3,000.00	48,208.00	48,106.27	101.73	99.79%
402-1500-535-22	Retirement Contributions	80,678.00		5,800.00	86,478.00	86,449.62	28.38	99.97%
402-1500-535-23	Life & Health Insurance	242,137.00		(20,500.00)	221,637.00	221,383.72	253.28	99.89%
402-1500-535-24	Workers' Compensation	9,803.00		(1,000.00)	8,803.00	8,732.11	70.89	99.19%
Operating								
402-1500-535-31	Professional Services	1,927,000.00	(4,389.67)	(166,300.00)	1,756,310.33	1,729,659.48	26,650.85	98.48%
	<i>FKA A - Billing Services</i>	165,000.00		-	165,000.00	168,463.10		
	<i>Accenture- Assessment Consultant</i>	27,000.00		-	27,000.00	24,750.00		
	<i>KLWTD - Treatment Costs</i>	1,400,000.00		-	1,400,000.00	1,328,135.23		
	<i>Wade Trim - Engineering</i>	230,000.00		-	230,000.00	107,571.15		
	<i>RES (Water Quality Monitoring)</i>	75,000.00		-	75,000.00	93,750.00		
	<i>Raftelis (AIMS Support)</i>	5,000.00		-	5,000.00	810.00		
	<i>Other / Misc</i>	25,000.00		-	25,000.00	6,180.00		
402-1500-535-40	Travel & Per Diem	7,000.00		-	7,000.00	224.57	6,775.43	3.21%
402-1500-535-41	Communications	11,000.00		4,400.00	15,400.00	15,324.55	75.45	99.51%
402-1500-535-42	Postage	-	383.84	580.00	963.84	952.21	11.63	98.79%
402-1500-535-43	Utilities	180,000.00		6,700.00	186,700.00	186,699.16	0.84	100.00%
402-1500-535-44	Rentals & Leases	85,000.00		(9,000.00)	76,000.00	75,337.42	662.58	99.13%
402-1500-535-45	Insurance	285,000.00		80,100.00	365,100.00	365,071.49	28.51	99.99%
402-1500-535-46	Repairs & Maintenance	645,000.00	-	(139,825.51)	505,174.49	486,962.05	18,212.44	96.39%
	<i>F J Nugent (repair parts)</i>	60,000.00		-	60,000.00	-		
	<i>K B Vacuum (pump repairs)</i>	65,000.00		-	65,000.00	105,874.50		
	<i>Page Excavating</i>	150,000.00		-	150,000.00	197,620.00		
	<i>DoneRite Pumps</i>	50,000.00		-	50,000.00	38,521.50		
	<i>Airvac (Vac System repairs & parts)</i>	60,000.00		-	60,000.00	-		
	<i>Vehicle R&M</i>	15,000.00		-	15,000.00	23,409.14		
	<i>Generator Maintenance (A1 Powerworks)</i>	20,000.00		-	20,000.00	17,054.35		
	<i>Overflow Tank Epoxy Coating</i>	125,000.00		-	125,000.00	-		
	<i>Various - Other / Misc</i>	100,000.00		-	100,000.00	104,482.56		
402-1500-535-48	PR / Advertising	2,000.00	(948.33)	410.00	1,461.67	1,460.30	1.37	99.91%
402-1500-535-49	Other Expenses	-	564.49	(564.49)	-	-	-	0.00%
402-1500-535-51	Office Supplies	4,000.00			4,000.00	527.06	3,472.94	13.18%
402-1500-535-52	Operating Supplies	500,000.00		7,200.00	507,200.00	507,106.59	93.41	99.98%
402-1500-535-54	Dues & Subscriptions	20,000.00			20,000.00	18,888.33	1,111.67	94.44%
402-1500-535-55	Training	10,000.00			10,000.00	7,651.75	2,348.25	76.52%

Fund: 402 - Wastewater Enterprise Fund		BUDGET				FY24-25 ACTUALS (Unaudited) as of 9/30/2025	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 33%
		FY 24-25 Adopted Budget	FY 24-25 Approved Amendments	FY 24-25 Budget Amendment - Requested	Proposed FY 24-25 Amended Budget			
		<u>Capital Outlay</u>						
402-1500-535-62	SCADA (Star Controls)	150,000.00		(19,000.00)	131,000.00	22,778.50	108,221.50	17.39%
402-1500-535-63	Capital Outlay - Infrastructure	915,000.00	-	-	915,000.00	898,756.00	16,244.00	98.22%
402-1500-535-64	Capital Outlay - Machinery & Equipment	65,000.00	-	126,000.00	191,000.00	190,391.24	608.76	99.68%
	Security Cameras	50,000.00				37,872.50		
	Badge Entrance	15,000.00				94,495.24		
	Snake Camera					20,151.00		
402-1500-535-65	NPK Pump Station Projects	2,000,000.00		(50,000.00)	1,950,000.00	54,227.67	1,895,772.33	2.78%
402-1500-535-66	Capital Outlay - Generator Storage Bldg.	300,000.00	147,062.50	446,000.00	893,062.50	762,753.00	130,309.50	
402-1500-535-67	Portable Gens & Floodproofing (HMGP)	800,000.00		(48,000.00)	752,000.00	750,928.70	1,071.30	99.86%
402-1500-535-69	Canal Restoration Monitoring	75,000.00		(75,000.00)	-	-	-	
402-1500-535-70	Low Pressure Force Main Extension-Lorelei	200,000.00		(200,000.00)	-	-	-	
		14,488,737.00	147,062.50	-	14,635,799.50	12,421,301.86	2,214,497.64	84.87%
	REVENUES OVER/(UNDER) EXPENSES	(2,698,401.00)	(138,062.50)	-	(2,836,463.50)	(5,343,345.20)		

Fund: 401 - Marina Enterprise Fund		BUDGET				FY24-25 ACTUALS (Unaudited) as of 9/30/2025	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 33%
		FY 24-25 Adopted Budget	FY 23-24 Approved Amendments	FY 24-25 Budget Amendment - Requested	Proposed FY 24-25 Amended Budget			
Revenues								
401-334-701	Resilient Florida Grant	1,000,000.00	-	-	1,000,000.00	1,821,000.00	821,000.00	182.10%
401-337-702	Monroe County Boating Improvement Grant	14,000.00	-	-	14,000.00	14,000.00	-	100.00%
401-347-501	Dock Usage Fee	1,000,000.00	-	-	1,000,000.00	1,035,080.65	35,080.65	103.51%
401-347-502	Diesel Fuel Sales	140,000.00	-	-	140,000.00	95,837.00	(44,163.00)	68.46%
401-347-503	Dock Utilities Charge	90,000.00	-	-	90,000.00	79,560.05	(10,439.95)	88.40%
401-347-504	Ramp Usage Fee	50,000.00	-	-	50,000.00	68,707.22	18,707.22	137.41%
401-347-505	Unleaded Fuel Sales	400,000.00	-	-	400,000.00	417,749.11	17,749.11	104.44%
401-347-506	Miscellaneous Revenue	11,000.00	-	-	11,000.00	10,742.00	(258.00)	97.65%
401-361-100	Interest	12,000.00	-	-	12,000.00	72,381.55	60,381.55	603.18%
	Total Revenues	2,717,000.00	-	-	2,717,000.00	3,615,057.58	898,057.58	133.05%
Expenses								
Debt Service								
401-1400-517-71	Debt Service Principal	13,500.00	-	-	13,500.00	12,929.27	570.73	95.77%
401-1400-517-72	Debt Service Interest	2,000.00	-	-	2,000.00	666.41	1,333.59	33.32%
Personnel								
401-1400-575-12	Regular Salaries & Wages	318,600.00	-	7,000.00	325,600.00	324,762.60	837.40	99.74%
401-1400-575-14	Overtime	10,000.00	-	2,100.00	12,100.00	12,067.58	32.42	99.73%
401-1400-575-21	Payroll Taxes	25,200.00	-	50.00	25,250.00	25,224.98	25.02	99.90%
401-1400-575-22	Retirement Contributions	42,600.00	-	-	42,600.00	42,516.46	83.54	99.80%
401-1400-575-23	Life & Health Insurance	38,286.00	-	90,000.00	128,286.00	127,599.56	686.44	99.46%
401-1400-575-24	Workers' Compensation	4,495.00	-	400.00	4,895.00	4,806.68	88.32	98.20%
Operating								
401-1400-575-31	Professional Services	5,500.00	-	-	5,500.00	5,354.30	145.70	97.35%
401-1400-575-41	Communications	16,000.00	-	-	16,000.00	14,141.39	1,858.61	88.38%
401-1400-575-42	Freight & Postage	10.00	-	-	10.00	6.90	3.10	69.00%
401-1400-575-43	Utilities	144,000.00	-	3,600.00	147,600.00	147,501.03	98.97	99.93%
401-1400-575-44	Rentals & Leases	1,000.00	-	-	1,000.00	-	1,000.00	0.00%
401-1400-575-45	Insurance	142,000.00	-	-	142,000.00	139,466.22	2,533.78	98.22%
401-1400-575-46	Repairs & Maintenance	88,500.00	-	-	88,500.00	67,869.57	20,630.43	76.69%
401-1400-575-48	PR / Advertising	30,000.00	-	-	30,000.00	28,882.00	1,118.00	96.27%
401-1400-575-49	Other Expenses	75,000.00	-	32,000.00	107,000.00	106,886.57	113.43	99.89%
401-1400-575-51	Office Supplies	3,500.00	-	-	3,500.00	1,308.02	2,191.98	37.37%
401-1400-575-52	Operating Supplies	400,000.00	-	15,000.00	415,000.00	414,370.70	629.30	99.85%
401-1400-575-54	Dues & Subscriptions	3,000.00	-	-	3,000.00	1,341.98	1,658.02	44.73%
Capital Outlay								
401-1400-575-63	Breakwater Restoration	1,903,754.00	-	(1,800,000.00)	103,754.00	63,892.20	39,861.80	61.58%
401-1400-575-64	Machinery & Equipment	50,000.00	-	-	50,000.00	-	50,000.00	0.00%
	<i>Fire Suppression System Replacement</i>	-	-	-	-	-	-	-
	<i>Fuel Tank Shade Structure</i>	-	-	-	-	-	-	-
401-1400-575-67	Shade Structure-Tiki Rehab	20,000.00	-	-	20,000.00	24,500.00	(4,500.00)	
		3,336,945.00	-	(1,649,850.00)	1,687,095.00	1,541,594.42	121,000.58	91.38%
	REVENUES OVER/(UNDER) EXPENSES	(619,945.00)	-	1,649,850.00	1,029,905.00	2,073,463.16		

Fund: 403 - Stormwater Fund		BUDGET				FY24-25 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 24-25 Adopted Budget	FY 24-25 Approved Amendments	FY 24-25 Budget Amendment - Requested	Proposed FY 24-25 Amended Budget			
Revenues								
403-325-200	Stormwater Assessment	203,300.00	-		203,300.00	198,145.52	(5,154.48)	97.46%
403-361-000	Interest Revenue	3,000.00	6,825.66		9,825.66	41,034.56	31,208.90	417.63%
	Total Revenues	206,300.00	6,825.66		213,125.66	239,180.08	26,054.42	112.22%
Expenses								
Personnel								
403-1600-538-12	Regular Salaries & Wages	15,081.00	-	100.00	15,181.00	15,122.70	58.30	99.62%
403-1600-538-21	Payroll Taxes	1,154.00	-	100.00	1,254.00	1,209.02	44.98	96.41%
403-1600-538-22	Retirement Contributions	2,055.00	-		2,055.00	1,953.04	101.96	95.04%
403-1600-538-23	Life & Health Insurance	1,146.00	-	100.00	1,246.00	1,213.02	32.98	97.35%
403-1600-538-24	Workers' Compensation	245.00	-		245.00	222.29	22.71	90.73%
					-			
Operating								
403-1600-538-31	Professional Services	257,000.00	-		257,000.00	147,037.46	109,962.54	57.21%
403-1600-538-43	Utilities	1,000.00	-		1,000.00	640.00	360.00	64.00%
403-1600-538-45	Insurance	500.00	-		500.00	240.06	259.94	48.01%
403-1600-538-46	Repair & Maintenance	25,000.00	-	(300.00)	24,700.00	-	24,700.00	0.00%
403-1600-538-48	PR / Advertising	1,000.00	-		1,000.00	491.70	508.30	49.17%
403-1600-538-52	Operating Supplies	5,000.00	-		5,000.00	659.02	4,340.98	13.18%
		309,181.00	-	-	309,181.00	168,788.31	140,392.69	54.59%
	REVENUES OVER/(UNDER) EXPENSES	(102,881.00)	6,825.66	-	(96,055.34)	70,391.77		



Council Communication

To: Mayor and Village Council
From: Terry Abel, Fire Chief
Date: November 10, 2025
SUBJECT: **Resolution Approving the Piggyback Purchase of a 2026 Freightliner M2 Re-Mount of Type I Ambulance Utilizing Matheny Fire & Emergency TAB 15**

Background:

The Village Fire Rescue Department has one rescue (ambulance) assigned to each of its three (3) fire stations plus reserve rescue to be utilized when one of the front-line rescues is out of service or needing repaired, or for special events/holidays. The existing reserve rescue (R-120) is a 2004 AEV/International Type I Ambulance. The 2009 that is getting remounted has experienced catastrophic mechanical failure in June of 2024. The Department has opted to seek more fiscally responsible long-term solutions to remount and not repair the blown motor for an estimated \$60,000.00 on an 11-year-old chassis. Staff believes the patient compartment module remains in usable condition and can be remounted on replacement new chassis at significant financial and time savings over a new custom-built truck. Approval of this requested remount would allow us to again have a reserve truck available for required maintenance or in case of front-line truck mechanical failure.

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 Freightliner M2 Custom AEV Type I Ambulance (Re-Mount) utilizing the Florida Sheriff's Association/Florida Association of Counties & Florida Fire Chiefs' Contract #FSA25-VEF19.0, Fire & Rescue Vehicles, Boats, and Equipment from Matheny Fire and Emergency in the amount of \$351,904.00. This cost includes the 2026 Freightliner M2 Chassis along with refurbishing and remounting 2009 rescue box from the International that suffered catastrophic engine failure. The remount process should take approximately 10 months versus and new truck would be a three year delivery timeframe.

Budget Impact:

The proposed expenditure for the purchase of the 2026 Freightliner rescue re-mount authorized by this Resolution would be \$351,904.00.00. The 2009 International fire rescue vehicle would be sold as scrap with any funds received returned to the general fund and applied to offset cost of the remount. The current 2004 International rescue in use as reserve would be disposed of per Village policy upon receipt of the remount in approximately 10 months with any funds going into the general fund and applied to offset the of the remount.

This remount was included in the Village's FY 2025-2026 adopted budget for \$322,000.00 with the remaining \$29,904.00 coming from the capital purchase from a new F250 that was denied at last meeting. If approved, a purchase order would be issued, and associated budget funds from Capital Projects Discretionary Sales Tax Fund would be carried over to the next fiscal year, if delivery is delayed until FY 25-26.

Staff Impact:

Two or three staff members would drive to Matheny Remount Facility to conduct pre-delivery inspection of the rescue, otherwise there would be no staff impact.

Recommendation:

It is recommended that the Village Council adopt the Resolution, thereby approving the purchase of a 2026 Freightliner Rescue Re-Mount for the Village Fire Rescue Department. This recommendation would also include the disposition of the 2009 chassis now and the 2004 International Rescue upon delivery of remount.

- Attachments:**
1. Rescue Reso 10 25 for 2026 M2 Matheny (revised)
 2. Islamorada Remount 2025 Exhibit 1
 3. Specifications -MB001A-Islamorada Remount MY27 Exhibit 2
 4. Islamoarada Remount Component List Exhibit 3

RESOLUTION NO.

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, PIGGYBACKING THE FLORIDA SHERIFF'S ASSOCIATION/FLORIDA ASSOCIATION OF COUNTIES & FLORIDA FIRE CHIEFS' ASSOCIATION AUTOMOTIVE CONTRACT NO. FSA25-VEF19.0: FIRE RESCUE VEHICLES, BOATS & EQUIPMENT AND APPROVING THE PURCHASE OF A 2026 FREIGHTLINER M2 TYPE I AMBULANCE REMOUNT FROM MATHENY FIRE AND EMERGENCY, FOR THE VILLAGE FIRE RESCUE DEPARTMENT; DECLARING THE 2009 INTERNATIONAL RESCUE CHASSIS AS SURPLUS PROPERTY; DECLARING THE 2004 INTERNATIONAL RESCUE AS SURPLUS PROPERTY; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE NECESSARY DOCUMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") is in need of a new rescue vehicle for the Village Fire Rescue Department; and

WHEREAS, the Village desires to piggyback the Florida Sheriff's Association/Florida Association of Counties & Florida Fire Chiefs' Contract # FSA25-VEF19.0: Fire Rescue Vehicles, Boats & Equipment and accept the competitive bid submitted by Emergency Tactical Rescue Vehicles in response thereto for the purchase of 2026 Freightliner for the Fire Rescue Department; and

WHEREAS, the Village Council desires to approve the purchase of the 2026 Freightliner M2 Type I Ambulance Remount from Matheny Fire and Emergency at a cost not to exceed the prices set forth in Exhibit "1" attached hereto; and

WHEREAS, the Village Council finds that the purchase of the 2026 Freightliner M2 Type I Ambulance Remount for the Fire Rescue Department is in the best interest of the Village and its residents.

WHEREAS, Islamorada, Village of Islands (the "Village") has established a policy and enacted procedures for the disposition of surplus property owned by the Village; and

WHEREAS, the Village's 2009 International chassis has exceeded its useful life as a Village asset and has been replaced with a new vehicle; and

WHEREAS, the Village's 2004 International Rescue has exceeded its useful life as a Village asset and has been replaced with a new vehicle; and

WHEREAS, the Village staff has recommended that the 2009 International chassis, which was originally purchased October 10, 2008, for \$210,512.32 be declared surplus property; and

WHEREAS, the Village staff has recommended that the 2004 International Rescue, which was originally purchased August 16, 2024, for \$7,500.00 be declared surplus property; and

WHEREAS, the Village Council finds that disposal of both the 2004 International Rescue and 2009 International Chassis is in the best interests 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 Piggyback Purchase. The Village Council hereby approves the piggyback of the Florida Sheriff's Association/Florida Association of Counties & Florida Fire Chiefs' Contract #FSA 25-VEF19.0 and accepts the bid submitted by Matheny Fire and Emergency for the purchase of a 2026 Freightliner M2 Type I Ambulance Remount for the Village Fire Rescue Department at a cost not to exceed Three Hundred Fifty One Thousand Nine Hundred Four Dollars (\$351,90400) 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 affect 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. Disposal of Surplus Property. The Village Council hereby declares the 2009 International Chassis and 2004 International Rescue a surplus asset and authorizes the Village Manager to dispose of the surplus vehicle. The Village Manager is authorized to take all necessary and expedient action to effectuate the disposal of the surplus vehicle.

Section 7. Approval of Waiver of Competitive Bidding. Pursuant to section 2-328(a) and (b) of the Village Code, the Village Council approves a waiver of competitive bidding and the piggyback bidding process of the Florida Sheriff's Association/Florida Association of Counties & Florida Fire Chiefs' for purchase from Emergency Tactical Rescue Vehicles.

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

[Remainder of this page intentionally left blank]

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Sharon Mahoney _____

Vice Mayor Don Horton _____

Councilman Steve Friedman _____

Councilwoman Deb Gillis _____

Councilwoman Anna Richards _____

PASSED AND ADOPTED THIS 10TH DAY OF NOVEMBER, 2025.

SHARON MAHONEY, MAYOR

ATTEST:

MARNIE MCGRATH, VILLAGE CLERK

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

JOHN QUICK, VILLAGE ATTORNEY

Apparatus Proposal

DATE: November 3, 2025

The Proposal has been prepared for:
Islamorada Fire Rescue Department
86800 Overseas Highway
Islamorada, FL 33036

Matheny Fire & Emergency is pleased to offer (1) one remount of a 2008 International/ AEV Ambulance. Customer Specifications are provided on the 2026 Freightliner M2 Chassis and refurbishment and updating of the AEV exterior and interior module. There will be in process photos during the build. Anticipated build time is 9-10 months (chassis is 3-4 months/module completion 4-6 months).

Delivery will be F.O.B. to Islamorada Fire Rescue, FL.

2026 Freightliner M2 Chassis/Remount of the AEV Ambulance. Per Department Specifications.	\$351,904.00
--	---------------------

This quote is valid for 30 days.

CONTINGENCIES: Matheny will not be liable for any delay, failure to make delivery, or other default due to strikes or labor unrest, war, riot, federal, state, or local government action, fire, flood or other disaster or acts of God, accidents, breakdown of machinery, lack of or inability to obtain materials, commercial chassis', parts or supplies, or any other causes or circumstances beyond the reasonable control of Company which prevent or hinder Company's manufacture and/or delivery of the apparatus. Additionally, the quoted pricing may be subject to manufacturer price adjustment for any unforeseen materials and/or component cost increases incurred at time of materials acquisition and/or production in the form of a material cost increase. Supporting documentation shall be provided detailing any changes that may impact final pricing and delivery.

CHANGES IN REGULATIONS/INDUSTRY STANDARDS: The Pricing is subject to adjustment for changes to the Apparatus necessitated by changes in applicable government regulations (such as FMVSS or emissions regulations), industry standards (such as NFPA standards),





MATHENY MOTOR TRUCK CO.

Established 1922

726 SW 46th Ave.

Ocala, FL 34474

(P) 352-629-6305

www.mathenyfire.com

replacement of discounted models or components from vendors, or freight charges. Buyer is responsible for any cost increases due to such changes beyond Matheny control and is above and beyond standard annual price increases.

This proposal is deemed acceptable by the undersigned. In witness whereof, The Company and the Purchaser shall execute and agreement to this proposal with signatures and authorizations representatives as of the date set forth by each.

Mark E. Smith

11/03/2025

Mark Smith– Territory Sales Manager

Date



FERRARA



Road Rescue
Seamless Performance. Unflinching Design.



Prepared by:
Nathan Hoch
PREMIER TRUCK GROUP OF
DALLAS
4200 PORT BOULEVARD
DALLAS, TX 75241
Phone:

A proposal for
Islamorada Fire Rescue

Prepared by
PREMIER TRUCK GROUP OF DALLAS
Nathan Hoch

Sep 19, 2025

Freightliner M2 106 Plus
Islamorada Remount
MB001A
MY27 Specifications



Components shown may not reflect all spec'd options and are not to scale

Application Version 12.0.404
Data Version PRL-29M.006
MB001A - Islamorada - Remount



09/19/2025 12:21 PM

Page 1 of 24

Prepared by:
Nathan Hoch
PREMIER TRUCK GROUP OF
DALLAS
4200 PORT BOULEVARD
DALLAS, TX 75241
Phone:

Q U O T A T I O N

M2 106 PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK
CUM B6.7 260EV HP @ 2400 RPM, 2600 GOV, 660 LB-FT
@ 1600 RPM, R/F/E
ALLISON 2200 EVS AUTOMATIC TRANSMISSION WITH
PARK PAWL WITH PTO PROVISION
MERITOR MS-17-14X 17,500# R-SERIES SINGLE REAR
AXLE
AIRLINER 12,000# REAR SUSPENSION
DETROIT DA-F-8.0-3 8,000# FF1 71.5 KPI/3.74 DROP
SINGLE FRONT AXLE

8,000# TAPERLEAF FRONT SUSPENSION
106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL
CAB
4325MM (170 INCH) WHEELBASE
NO FIFTH WHEEL
9/32X3-7/16X10-1/16 INCH STEEL FRAME
(7.14MMX255.6MM/0.281X10.06 INCH) 120KSI
1875MM (74 INCH) REAR FRAME OVERHANG



S P E C I F I C A T I O N P R O P O S A L

Data Code	Description
Price Level	
PRL-29M	M2 PRL-29M (EFF:MY27 ORDERS)
Data Version	
DRL-006	SPECPRO21 DATA RELEASE VER 006
Vehicle Configuration	
001-172	M2 106 PLUS CONVENTIONAL CHASSIS
004-226	2027 MODEL YEAR SPECIFIED
002-004	SET BACK AXLE - TRUCK
019-004	STRAIGHT TRUCK PROVISION, NON-TOWING
003-001	LH PRIMARY STEERING LOCATION
General Service	
AA1-002	TRUCK CONFIGURATION
AA6-002	DOMICILED, USA 50 STATES (EPA CLEAN IDLE LABEL OR NO CLEAN IDLE REQUIRED)
99D-027	EPA CLEAN IDLE LABEL - (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR)
A85-006	RESCUE AND EMERGENCY SERVICE
A84-1EV	EMERGENCY VEHICLES BUSINESS SEGMENT
AA4-011	FIXED LOAD COMMODITY
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS
AB1-008	MAXIMUM 8% EXPECTED GRADE
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE
995-091	MEDIUM TRUCK WARRANTY
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 8000.0 lbs
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 12000.0 lbs
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 20000.0 lbs



Data Code	Description
Truck Service	
AA3-024	AMBULANCE BODY
AF3-1U1	ETR VEHICLES
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in
Engine	
101-22A	CUM B6.7 260EV HP @ 2400 RPM, 2600 GOV, 660 LB-FT @ 1600 RPM, R/F/E
Electronic Parameters	
79A-078	78 MPH ROAD SPEED LIMIT
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT
79K-013	PTO MODE ENGINE RPM LIMIT - 1600 RPM
79P-032	PTO RPM CONTROL WITH STEERING WHEEL SWITCHES
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND
79V-001	FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY
79W-024	CRUISE CONTROL BUTTON PTO CONTROL
79X-012	PTO SPEED 1 SETTING - 1400 RPM
79Y-011	PTO SPEED 2 SETTING - 1500 RPM
80G-011	PTO MINIMUM RPM - 950
80J-001	REGEN INHIBIT SPEED THRESHOLD - 0 MPH
80S-001	PTO 1, DASH SWITCH, STATIONARY OPERATION
80V-001	ENGINE MOUNT PTO, DASH SWITCH ENGAGES PTO MODE, STATIONARY OPERATION
Engine Equipment	
99C-024	EPA 2010/GHG 2024 CONFIGURATION
13E-001	STANDARD OIL PAN
105-001	ENGINE MOUNTED OIL CHECK AND FILL
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER
124-1E7	DR 12V 275 AMP 40-SI BRUSHLESS PAD ALTERNATOR WITH REMOTE BATTERY VOLTAGE SENSE
292-235	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES
290-017	BATTERY BOX FRAME MOUNTED



Data Code	Description
281-001	STANDARD BATTERY JUMPERS
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN
289-001	NON-POLISHED BATTERY BOX COVER
293-058	NON-ESSENTIAL POSITIVE LOAD DISCONNECT, IN CAB CONTROL SWITCH MOUNTED OUTBOARD OF DRIVER SEAT
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR
131-013	AIR COMPRESSOR DISCHARGE LINE
152-039	GVG, FIRE AND EMERGENCY SERVICE VEHICLES ENGINE WARNING
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE
28F-015	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER AND DASH MOUNTED INHIBIT SWITCH
239-020	10 FOOT 00 INCH (120 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT
233-017	STANDARD CURVE BRIGHT UPPER STACK(S)
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP



Data Code	Description
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED
110-003	CUMMINS SPIN ON FUEL FILTER
118-001	FULL FLOW OIL FILTER
120-998	NO COOLANT FILTER
266-100	700 SQUARE INCH ALUMINUM RADIATOR
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES
270-016	RADIATOR DRAIN VALVE
168-002	LOWER RADIATOR GUARD
138-010	PHILLIPS-TEMRO 750 WATT/115 VOLT BLOCK HEATER
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR
134-001	ALUMINUM FLYWHEEL HOUSING
132-004	ELECTRIC GRID AIR INTAKE WARMER
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH

Transmission

342-1MR	ALLISON 2200 EVS AUTOMATIC TRANSMISSION WITH PARK PAWL WITH PTO PROVISION
---------	---

Transmission Equipment

343-301	ALLISON VOCATIONAL PACKAGE 354 - AVAILABLE ON 1000/2000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, EVS, HS, MH, PTS AND SPS
84B-003	ALLISON VOCATIONAL RATING FOR FIRE TRUCK/EMERGENCY VEHICLE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-003	PRIMARY MODE GEARS, 5 FORWARD GEARS WITH MANUAL SELECTION FOR 3, 2 AND 1, AVAILABLE FOR 1000/2000 PRODUCT FAMILIES ONLY
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE



Data Code	Description
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84N-011	NEUTRAL AT STOP ENABLED
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES
85E-011	MAXIMUM ENGINE SPEED FOR PTO ENGAGEMENT 1000 RPM
353-076	QUICKFIT BODY LIGHTING CONNECTOR AT END OF FRAME, WITH BLUNTCUTS
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR
362-802	CUSTOMER INSTALLED CHELSEA 442 SERIES PTO
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN
345-074	DASH MOUNTED T-HANDLE CABLE SHIFT CONTROL WITH PARK POSITION FOR INTERNAL PARK PAWL
97G-006	TRANSMISSION PROGNOSTICS - DISABLED (N/A) 2013, FOR USE IN 1000/2000 ONLY
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK
346-001	TRANSMISSION OIL CHECK AND FILL
35T-001	ATF-SYNTHETIC AUTOMATIC TRANSMISSION FLUID

Front Axle and Equipment

400-1EW DETROIT DA-F-8.0-3 8,000# FF1 71.5 KPI/3.74
 DROP SINGLE FRONT AXLE



Data Code	Description
402-021	MERITOR 15X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
403-026	FIRE AND EMERGENCY SEVERE SERVICE, NON-ASBESTOS FRONT LINING
419-023	CONMET CAST IRON FRONT BRAKE DRUMS
409-006	FRONT OIL SEALS
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS
536-050	TRW THP-60 POWER STEERING
539-003	POWER STEERING PUMP
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR
40T-001	MINERAL SAE 80/90 FRONT AXLE LUBE

Front Suspension

620-032	8,000# TAPERLEAF FRONT SUSPENSION
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION
629-004	FRONT SWAYBAR
410-001	FRONT SHOCK ABSORBERS

Rear Axle and Equipment

420-1M4	MERITOR MS-17-14X 17,500# R-SERIES SINGLE REAR AXLE
421-433	4.33 REAR AXLE RATIO
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING
386-079	MXL 16T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE
87B-025	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH, ENGAGE AT SPEEDS 5MPH OR LESS, DISENGAGE W/IGN OFF
423-028	MERITOR 15X8.62 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES

Data Code	Description
433-025	FIRE AND EMERGENCY SEVERE SERVICE NON-ASBESTOS REAR BRAKE LINING
434-005	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S) WITH AUXILIARY SUPPORT BRACKETS
451-001	CAST IRON OUTBOARD REAR BRAKE DRUMS
440-006	REAR OIL SEALS
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE

Rear Suspension

622-1CX	AIRLINER 12,000# REAR SUSPENSION
621-046	AIRLINER MID POSITION RIDE HEIGHT
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP
888-078	IGNITION CONTROLLED ELECTRIC DUMP SWITCH FOR AIR SUSPENSION WITH STATE RETENTION AND GAUGE
87D-011	REAR AIR SUSPENSION DUMP VALVE AUTOFILL >5 MPH WITH BUZZER AND INDICATOR LIGHT
910-004	DUAL AIR REAR SUSPENSION LEVELING VALVES
623-002	TRANSVERSE CONTROL RODS
630-006	10,000/15,000# AIRLINER REAR SUSPENSION STABILIZER BAR
439-004	REAR SHOCK ABSORBERS - ONE AXLE (AIR RIDE SUSPENSION)

Pusher / Tag Equipment

429-998	NO PUSHER/TAG BRAKE DUST SHIELDS
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Brake System

018-002	AIR BRAKE PACKAGE
490-100	WABCO 4S/4M ABS
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES
904-001	FIBER BRAID PARKING BRAKE HOSE
412-001	STANDARD BRAKE SYSTEM VALVES
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM
413-002	STD U.S. FRONT BRAKE VALVE

Data Code	Description
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE
480-009	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER
479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL
460-008	STEEL AIR BRAKE RESERVOIRS MOUNTED INSIDE RAIL
477-008	BW DV-2 AUTO DRAIN VALVE WITH HEATER - WET TANK, PETCOCKS ALL OTHERS

Trailer Connections

481-998	NO TRAILER AIR HOSE
476-998	NO AIR HOSE HANGER
310-998	NO TRAILER ELECTRICAL CABLE

Wheelbase & Frame

545-432	4325MM (170 INCH) WHEELBASE
546-099	9/32X3-7/16X10-1/16 INCH STEEL FRAME (7.14MMX255.6MM/0.281X10.06 INCH) 120KSI
552-040	1875MM (74 INCH) REAR FRAME OVERHANG
55W-007	FRAME OVERHANG RANGE: 71 INCH TO 80 INCH
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 104.72 in
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 101.72 in
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 283.05 in
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 177.97 in
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 81.92 in
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 0.0 in
553-001	SQUARE END OF FRAME
550-001	FRONT CLOSING CROSSMEMBER
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)
572-001	STANDARD REARMOST CROSSMEMBER
565-001	STANDARD SUSPENSION CROSSMEMBER

Chassis Equipment

556-1AR	THREE-PIECE 14 INCH CHROMED STEEL BUMPER WITH COLLAPSIBLE ENDS
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Data Code	Description
558-001	FRONT TOW HOOKS - FRAME MOUNTED
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE
585-998	NO MUDFLAP BRACKETS
590-998	NO REAR MUDFLAPS
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS
44Z-002	EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE
601-017	2D DXF/PDF VEHICLE DRAWING
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD

Fifth Wheel

578-998	NO FIFTH WHEEL
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Fuel Tanks

204-998	NO LH FUEL TANK
230-043	40 GALLON/151 LITER RECTANGULAR STEEL FUEL TANK - BETWEEN RAILS
218-005	RECTANGULAR FUEL TANK(S)
215-009	PAINTED FUEL TANK(S), PAINTED STRAPS WITH RUBBER ISOLATORS
231-004	FUEL TANK(S) MOUNTED BETWEEN RAILS AFT OF REAR AXLE
664-001	PLAIN STEP FINISH
205-060	LH SIDEFILL FUEL TANK PREP CAP
122-1J2	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR AND HAND PRIMER
216-001	SINGLE SUCTION AND RETURN FUEL LINES
20E-001	AUXILIARY FUEL SUPPLY AND RETURN PORTS
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE
847-002	IN TANK FUEL LEVEL SENDER(S)

Tires

093-16R	MICHELIN AGILIS HDZ 245/70R19.5 16 PLY RADIAL FRONT TIRES
094-16R	MICHELIN AGILIS HDZ 245/70R19.5 16 PLY RADIAL REAR TIRES

Data Code	Description
510-16R	MICHELIN AGILIS HDZ 245/70R19.5 16 PLY RADIAL SPARE TIRE

Hubs

418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS

Wheels

502-1E5	ALCOA 77362X 19.5X7.50 10-HUB PILOT 5.23 INSET ALUMINUM DISC FRONT WHEELS
505-1E5	ALCOA 77362X 19.5X7.50 10-HUB PILOT ALUMINUM DISC REAR WHEELS
524-001	POLISHED FRONT WHEELS; OUTSIDE ONLY
525-001	POLISHED REAR WHEELS; OUTSIDE OF OUTER WHEELS ONLY
511-1E5	ALCOA 77362X 19.5X7.50 10-HUB PILOT ALUMINUM DISC SPARE WHEEL
496-011	FRONT WHEEL MOUNTING NUTS
497-011	REAR WHEEL MOUNTING NUTS
498-012	NYLON WHEEL GUARDS BETWEEN REAR DUAL WHEELS ONLY

Cab Exterior

829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
650-009	RUBBER CAB MOUNTS
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE
678-018	LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT
646-023	HOOD MOUNTED CHROMED PLASTIC GRILLE
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE
644-004	FIBERGLASS HOOD
690-007	HOOD LINER INSULATION WITH SINGLE FIREWALL INSULATION
727-1B0	DUAL 25 INCH ROUND STUTTER TONE HOOD MOUNTED AIR HORNS
726-002	DUAL ELECTRIC HORNS
728-002	DUAL HORN SHIELDS
575-001	REAR LICENSE PLATE MOUNT END OF FRAME
312-038	INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL



Data Code	Description
302-047	LED AERODYNAMIC MARKER LIGHTS
311-022	HEADLIGHTS OFF WITH IGNITION OFF, WITH DAYTIME RUNNING LIGHTS
294-046	OMIT STOP/TAIL/BACKUP LIGHTS AND PROVIDE WIRING WITH SEPARATE STOP/TURN WIRES TO 4 FEET BEYOND END OF FRAME
300-015	STANDARD FRONT TURN SIGNAL LAMPS
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE
797-001	DOOR MOUNTED MIRRORS
796-001	102 INCH EQUIPMENT WIDTH
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS
74A-001	RH DOWN VIEW MIRROR
729-001	STANDARD SIDE/REAR REFLECTORS
768-998	NO REAR WINDOW
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS
654-011	RH AND LH ELECTRIC POWERED WINDOWS
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED

Cab Interior

055-019	RUGGED TRIM PACKAGE
707-107	GRAY & CARBON VINYL INTERIOR "RUGGED"
70K-020	CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)
706-013	MOLDED DOOR PANEL
708-013	MOLDED PLASTIC DOOR PANEL
772-006	BLACK MATS WITH SINGLE INSULATION
785-035	ASH CUP AND (1)LIGHTER,(1)DASH MOUNTED DUAL USB-C OUTLET
691-001	FORWARD ROOF MOUNTED CONSOLE
693-035	LH AND RH KICKPLATES
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY
742-007	(2) CUP HOLDERS LH AND RH DASH
680-029	M2/SD DASH
700-002	HEATER, DEFROSTER AND AIR CONDITIONER
701-001	STANDARD HVAC DUCTING

Data Code	Description
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH
170-015	STANDARD HEATER PLUMBING
130-043	(1) VALEO HEAVY DUTY AND (1) SANDEN COMPACT REFRIGERANT COMPRESSORS
702-002	BINARY CONTROL, R-134A
739-034	PREMIUM INSULATION
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM
324-1B2	PREMIUM LED CAB LIGHTING
787-998	NO SECURITY DEVICE
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME
78G-004	KEY QUANTITY OF 4
655-005	LH AND RH ELECTRIC DOOR LOCKS
740-998	NO MATTRESS
756-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION
760-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION
759-005	DUAL DRIVER AND PASSENGER SEAT ARMRESTS
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS
699-998	NO SEAT OPTIONS
758-1AK	BLACK VINYL DRIVER SEAT COVER
761-1AK	BLACK VINYL PASSENGER SEAT COVER
763-104	HIGH VISIBILITY ORANGE SEAT BELTS WITH DRIVER INDICATOR LIGHT AND AUDIBLE ALARM
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN
540-044	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS

Instruments & Controls

106-002	ELECTRONIC ACCELERATOR CONTROL
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Data Code	Description
732-998	NO INSTRUMENT PANEL-DRIVER
734-022	FULLY CONFIGURABLE CENTER INSTRUMENT PANELS
87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK
870-002	BRIGHT ARGENT FINISH GAUGE BEZELS
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH
844-001	2 INCH ELECTRIC FUEL GAUGE
148-072	ENGINE REMOTE INTERFACE WITH ONE OR MORE SET SPEEDS
48H-004	QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH BLUNTCUTS
48C-002	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) BETWEEN SEATS WITH BLUNTCUTS
163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE



Data Code	Description
736-998	NO OBSTACLE DETECTION SYSTEM
72J-998	NO DR ASSIST SYSTEM
73H-014	(1) BACKUP CAMERA-END OF FRAME MOUNTED WITH 15 FOOT EXTRA LONG CABLE COILED AT END OF FRAME
49B-998	NO VEHICLE STABILITY ADVISOR OR CONTROL
73B-998	NO LANE DEPARTURE WARNING SYSTEM
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE
679-023	CENTER OVERHEAD INSTRUMENT PANEL BLANK
35M-012	1 QUIKFIT PROGRAMABLE MODULE (QPMXMC) W/ (8) 20AMP FUSED RELAYS
1U1-002	TOP OF DASH RAM MOUNT WITHOUT POWER OR GROUND, FOR CUSTOMER FURNISHED DEVICE
746-143	7" B-PANEL INTERACTIVE TOUCHSCREEN DISPLAY RADIO W/ USB-C, APPLE CARPLAY, ANDROID AUTO, BLUETOOTH/AM/FM/SXM/WB, WITH MICROPHONE
747-001	DASH MOUNTED RADIO
750-002	(2) RADIO SPEAKERS IN CAB
753-998	NO AM/FM RADIO ANTENNA
749-998	NO CB RADIO MOUNTING PROVISION
75W-002	SHARKFIN MULTI-BAND ANTENNA, RIGHT HAND BIAS ROOF MOUNTING LOCATION: AM/FM/WEATHERBAND, WIFI/BLUETOOTH, SDAR/SIRIUSXM, GNSS/GPS
78C-003	INTEROPERABLE SDAR ANTENNA
74D-006	STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER
817-001	STANDARD VEHICLE SPEED SENSOR
812-001	ELECTRONIC 3000 RPM TACHOMETER
813-1C8	DETROIT CONNECT PLATFORM HARDWARE
8D1-313	3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE ON (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT ON CUMMINS ENGINES
6TS-005	TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP



Data Code	Description
81Y-005	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY
264-014	(2) FOOT SWITCHES: (1) OFFICER AIR HORN AND (1) DRIVER AIR HORN
883-998	NO TRAILER HAND CONTROL BRAKE VALVE
842-006	DIGITAL TURBO AIR PRESSURE IN DRIVER DISPLAY
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS
27D-004	ALTERNATING FLASHING (WIG WAG) HIGH BEAM HEADLAMPS WITH PARK BRAKE RELEASED AND TEM WIRED INPUT
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY
87T-998	NO WRG/SW-OPTL #2,CHAS,AIR

Design

065-902 TWO COLOR CUSTOM PAINT

Color

980-5F6 CAB COLOR A: L0006EY WHITE ELITE EY
 981-6D7 CAB COLOR B: L4664EY RED PIERCE #90 ELITE EY
 986-020 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
 963-003 STANDARD E COAT/UNDERCOATING

Certification / Compliance

996-001 U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS

Extended Warranty



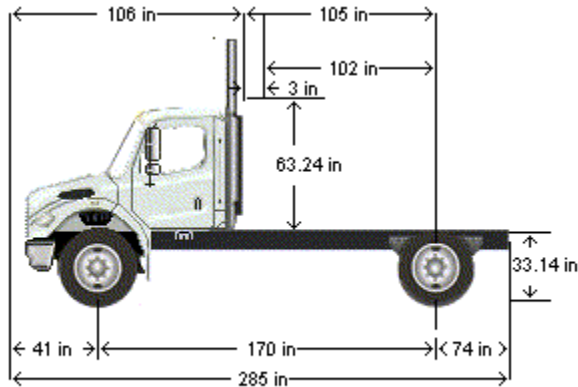
Prepared by:
Nathan Hoch
PREMIER TRUCK GROUP OF
DALLAS
4200 PORT BOULEVARD
DALLAS, TX 75241
Phone:

WAG-037 TOWING: 6 MONTHS/UNLIMITED MILES/KM EXTENDED TOWING
COVERAGE \$1200 CAP FEX APPLIES

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



D I M E N S I O N S



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model.....	M2106
Wheelbase (545)	4325MM (170 INCH) WHEELBASE
Rear Frame Overhang (552).....	1875MM (74 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577).....	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in).....	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in).....	0
Slide Increment (in)	0
Desired Slide Position (in).....	0.0
Cab Size (829).....	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682).....	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016)RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	
Cab to Body Clearance (in).....	3.0

TABLE SUMMARY - DIMENSIONS

Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Front Axle to Back of Cab (AC)	65.6
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	104.7
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	101.7
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	178.5
Cab Height (CH)	63.2
Wheelbase (WB)	170.3
Frame Overhang (OH)	73.8
Overall Frame Length	283.1
Overall Length (OAL)	284.8
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	33.1

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

G V W R

VEHICLE SPECIFICATIONS SUMMARY - GVWR

Model.....	M2106
Cab Size (829).....	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs).....	8000.0
Expected Pusher Axle(s) Load (lbs).....	0.0
Expected Rear Axle(s) Load (lbs).....	12000.0
Expected Tag Axle(s) Load (lbs).....	0.0
Expected GVW (lbs).....	20000
Expected GCW (lbs).....	0.0
Front Axle (400).....	DETROIT DA-F-8.0-3 8,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
Front Suspension (620).....	8,000# TAPERLEAF FRONT SUSPENSION
Front Hubs (418).....	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
Front Disc Wheels (502).....	ALCOA 77362X 19.5X7.50 10-HUB PILOT 5.23 INSET ALUMINUM DISC FRONT WHEELS
Front Tires (093).....	MICHELIN AGILIS HDZ 245/70R19.5 16 PLY RADIAL FRONT TIRES
Front Brakes (402).....	MERITOR 15X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Steering Gear (536).....	TRW THP-60 POWER STEERING
Rear Axle (420).....	MERITOR MS-17-14X 17,500# R-SERIES SINGLE REAR AXLE
Rear Suspension (622).....	AIRLINER 12,000# REAR SUSPENSION
Rear Hubs (450).....	CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Rear Disc Wheels (505).....	ALCOA 77362X 19.5X7.50 10-HUB PILOT ALUMINUM DISC REAR WHEELS
Rear Tires (094).....	MICHELIN AGILIS HDZ 245/70R19.5 16 PLY RADIAL REAR TIRES
Rear Brakes (423).....	MERITOR 15X8.62 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Pusher / Tag Axle (443).....	NO PUSHER OR TAG AXLE
Pusher / Tag Suspension (626).....	NO PUSHER OR TAG SUSPENSION
Pusher / Tag Hubs (449).....	NO PUSHER OR TAG HUBS
Dead/Pusher/Tag Disc Wheels (509).....	NO PUSHER/TAG DISC WHEELS
Pusher / Tag Tires (095).....	NO PUSHER/TAG TIRES
Pusher / Tag Brakes (456).....	NO PUSHER/TAG BRAKES

TABLE SUMMARY - GVWR



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 Phone:

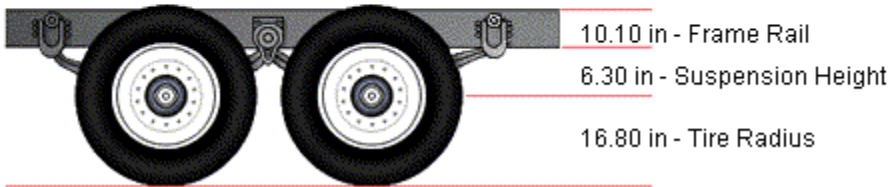
	Front	Rear
Axle Component Weight Ratings		
Axles	8000	17500
Suspension	8000	12000
Hubs	14700	26000
Brakes	9999	12999
Wheels	13400	26800
Tires	9880	18700
Power Steering	13300	N/A
GAWR (per axle)	8000	12000
GAWR (per axle system)	8000	12000
Expected Load (per axle system)	8000	12000
GVWR due to Frame	90000	
GVWR due to Transmission	26000	
Vehicle GVWR Summary		
Calculated GVWR	20000	
Expected GVWR	20000	
All weights displayed in pounds		

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



U N L A D E N F R A M E H E I G H T

Unladen Height	Requested	Calculated
Frame (in)	N/A	33.10



VEHICLE SPECIFICATIONS SUMMARY - UNLADEN FRAME HEIGHT

Model.....	M2106
Cab Size (829).....	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Frame Rails (546).....	9/32X3-7/16X10-1/16 INCH STEEL FRAME (7.14MMX255.6MM/0.281X10.06 INCH) 120KSI(546)
Web Height (in).....	10.0625
Flange Thickness (in).....	0.28125
Rear Suspension (622).....	AIRLINER 12,000# REAR SUSPENSION
Rear Suspension Ride Height (621).....	AIRLINER MID POSITION RIDE HEIGHT
Axle C/L to Bottom of Frame (in).....	6.279
Rear Tires (094).....	MICHELIN AGILIS HDZ 245/70R19.5 16 PLY RADIAL REAR TIRES
Unladen Radius (in).....	16.8
Fifth Wheel (578).....	NO FIFTH WHEEL
Requested Min Height (in).....	0.0
Requested Max Height (in).....	1
Fifth Wheel Leg Height (582).....	NO FIFTH WHEEL LEG HEIGHT
Rear Tow Device (587).....	NO REAR TOWING DEVICE
Requested Min Height (in).....	0.0
Requested Max Height (in).....	0.0

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



Prepared by:
Nathan Hoch
PREMIER TRUCK GROUP OF
DALLAS
4200 PORT BOULEVARD
DALLAS, TX 75241
Phone:



Matheny Fire & Emergency

Islamorada Fire Rescue

Remount

REMOUNT #				
Parts Discription	Quantity	Part #	Price/Each	TOTAL
	0	our cost no GPC		\$0.00
2026 Freightliner M2	1	our cost no GPC	\$110,495.00	\$110,495.00
TYPE I REMOUNT	1	TYPE I REMOUNT	\$241,409.00	\$241,409.00
Paint and Repair	1	paint and repairs		\$0.00
Miscellaneous	1	change out electrical system		\$0.00
Graphics	1	Department Specs		\$0.00
Air Suspension	1	Chassis	\$0.00	\$0.00
Fabercated metal	0	PO#	\$0.00	\$0.00
HIGH IDLERS AND TREMCOS	0	*****	*****	*****
tremco for freightliner	1			\$0.00
EXTERIOR	0	*****	*****	*****
	0			
Body Bushing Frame Mount	16	BM924-056		\$0.00
BODY BUSHING	16	924-056		\$0.00
Bumper	0	*****	*****	*****
Rub Rails	1	Rub Rails		\$0.00
Medix center flip	1	41-033007		\$0.00
Rubber Fender Flairs	1			\$0.00
Medix 96" wide bumper frame	1	in house		\$0.00
Medix 26" Bumper pod Left	1	in house		\$0.00
Medix 26" Bumper pod Right	1	in house		\$0.00
Door	0	*****	*****	*****
<u>Drideck in all compartments</u>	1			\$0.00
AEV 13"curb side Door Shocks	1	GASC-600		\$0.00

AEV compartment door shock	8	GASC-C16		\$0.00
6" door grabber	4	DH-GRB-02-600		\$0.00
Custom running boards	1	in house		\$0.00
OTE fridge	1			\$0.00
New Upholstery	1	New Upholstery		\$0.00
MAN SAVER NET FLOOR/WALL CEILING	1	63-080022		\$0.00
New Lexan	1	New Lexan		\$0.00
New Floor	1	New Floor		\$0.00
custom console	1	in house		\$0.00
SEATS	0	*****	*****	*****
HVAC	0	*****	*****	*****
Danhard 12 Volt booster Pump	1	15-2402		\$0.00
Electric water valve 12 volt	1	14-2395		\$0.00
HIGH PRESSURE SWITCH	1	12-2151		\$0.00
LOW SIDE PRESSURE SWITCH	1	912-C007C		\$0.00
Kondor 15 Rooftop Condensor	1			\$0.00
Frieghtliner compressor bracket kit	1			\$0.00
Labor for 2nd A/C system	1			\$0.00
Danhard 12 volt compressor	1	21-56289 (0500.9352)		\$0.00
DANHARD DRIER	1	23-40023		\$0.00
DANHARD EXPANSION BLOCK	1	14-2412P		\$0.00
ELECTRICAL	0	*****	*****	*****
Kussmal 20amp Auto Eject	2	091-55-20-120		\$0.00
Xantrax Inverter	1	817-1050		\$0.00
XANTRAX GFCI OPTION	1	808-9817		\$0.00
15 AMP MALE PIGTAIL	1	PS313163		\$0.00
175 A ANDERSON PLUG GREY	1	175ACONNECTOR		\$0.00
CAMERAS	0	*****	*****	*****
Rosco Camera	1	STSC141		\$0.00
Rosco 7" Mirror Monitor	1	STSM244		\$0.00
Rosco 33' camera wire	1	STSH343		\$0.00

LIGHTS	0	Sound Off Signal	*****	*****
FR100 Series Siren	1	ETSAFR100		\$0.00
Black Speaker Cover	2	PSS100BK002		\$0.00
LF Aftershock Siren System	1	ETSKLF201		\$0.00
BluePRINT Central Controller	1	ENGCC01244		\$0.00
100J Speaker	2	ETSS100J		\$0.00
BluePRINT Harness Kit for Controller	1	ENGHNK01		\$0.00
BluePRINT Remote Node	5	ENGND04102		\$0.00
BluePRINT Harness Kit for Node	5	ENGHNK05		\$0.00
7x3 Amber	2	EMPSC07MF-A		\$0.00
7x3 Chrome Flange	24	PMP8BZL01C		\$0.00
14 LED (Dual) 9-32 Volt SAE	13	EMPSC07M9-D		\$0.00
20 Input Node	1	ENGND20001		\$0.00
7x3 Red - Clear Lens	2	EMPSC07M8-R		\$0.00
7x3 2Mod - Chrome - Bezel	4	PMP8BZL12C		\$0.00
7x3 Red/Amber Clear Lens	2	EMPSC07M9-K		\$0.00
7x3 Red/Amber/White Clear Lens	13	EMPSC07MB-5		\$0.00
6x4 Amber Clear Lens	2	EMPSB0C9C-A		\$0.00
6x4 Red w/ Clear Lens	2	EMPSB0C9B-R		\$0.00
6x4 Red/White w Clear Lens	2	EMPSB0AWT-D		\$0.00
Bezel - 6x4 3MOD - Chrome	2	PMP7BZL13C		\$0.00
4x2 Amber w/ Clear Lens - Black Housing	2	EMPSA05BW-A		\$0.00
Bezel Kit - mPower 4x2 Chrome	2	PMPSABZ02C		\$0.00
Bezel - mPower 9x7 Single Chrome	8	PMP9BZL01C		\$0.00
9x7 Red/White w/ Clear Lens	8	EMPSE15C5-D		\$0.00
XF Flush Mount Light GREEN/AMBER	2	EXFS10002-P		\$0.00
Led compartment strip lights	6			\$0.00
Amber Marker AEV	5	Lite-K1500A		\$0.00
LED Dome	10	ZY-757W-LED-G2		\$0.00
Red Marker AEV	5	Lite-K1500R		\$0.00
STRYKER	0	*****	*****	*****

Stryker Universal floor plate	1	639002800		\$0.00
<u>***MISC***</u>	0	*****	*****	*****
TOTAL				\$351,904.00



Council Communication

To: Mayor and Village Council
From: Terry Abel, Fire Chief
Date: November 10, 2025
SUBJECT: Resolution Approving Piggybacking Miami Beach Contract for the Purchase of a 2026 28' Contender Boat From Contender Boats TAB 16

Background:

The Village Fire Rescue Department currently operates with a 2006 36' Twin Vee Fire Boat for on the water emergencies where USCG and FWC are unable to respond or on patrol during busy weekends when calls to service on the weekends are more likely. With FWC at 70% staffing level and USCG being pulled away for law enforcement and migration interactions the need for waterborne assets has been identified as a gap in our coverage. During the 24/25 legislative session the Village applied for and received an appropriation through the State for the purchase of a new fire boat for \$360,000.00. The Fire Rescue Department requests to purchase a new 2026 28' Contender Boat to augment 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 piggybacking purchase of a new 2026 28' Contender via Miami Beach Contract #22-397-02 in the amount of \$275,000.00.

Budget Impact:

Funds in the amount of \$360,000.00 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 28' Contender Boat authorized by this Resolution would be \$275,000.00. Discretionary Sales Surtax in Capital Project fund is the revenue source to be reimbursed by the State appropriation after we receive the boat.

Staff Impact:

There is no staff impact associated with this purchase. Most staff has already been training with the current boat and will continue to learn specifics to how this boat will handle compared to previous Harley 1, the existing boat.

Recommendation:

It is recommended that the Village Council adopt the Resolution, thereby approving the budgeted purchase of the 2026 28' Contender for the Village Fire Rescue department.

- Attachments:**
1. Reso_Fire_Boat 11 25
 2. Contender Exhibit 1
 3. Miami Beach Contract for fire Boat Exhibit B

RESOLUTION NO.

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, PIGGYBACKING THE MIAMI BEACH CONTRACT NO. 22-397-02; APPROVING THE PURCHASE OF A 2026 28' CONTENDER FROM CONTENDER BOATS 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 fire boat for the Village Fire Rescue Department; and

WHEREAS, funds in the amount of \$360,000.00 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 Miami Beach Contract #22-397-02 and accept the competitive bid submitted by Contender Boats in response thereto for the purchase of 2026 28' Contender Boat 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 28' Contender Boat from Contender Boats at a cost not to exceed the prices set forth in Exhibit "1" attached hereto; and

WHEREAS, the Village Council finds that the purchase of the 2026 28' Contender Boat 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 Miami Beach's Contract #22-397-02 and accepts the bid submitted by Contender Boats for the purchase of a 2026 28' Contender Boat for the Village Fire Rescue Department, at a cost not to exceed Two Hundred Seventy-Five Thousand and 00/100 dollars (\$275,000.00), as set forth in Exhibit "1" attached hereto.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized 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. Approval of Waiver of Competitive Bidding. Pursuant to section 2-328(a) and (b) of the Village Code, the Village Council approves a waiver of competitive bidding and the piggyback bidding process of Miami Beach Contract #22-397-02 for purchase from Contender Boats.

Section 7. Effective Date. This Resolution shall take effect immediately upon adoption.

Remainder of this 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 10th DAY OF NOVEMBER, 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

CONTENDER

11/3/2025

RE: Contender Boat, 28T, Islamorada Fire Rescue, CBI 8860

To Whom It May Concern,

This letter is to confirm that the total price for the referenced project/item above will not exceed two hundred seventy-five thousand dollars (\$275,000.00).

Sincerely,



Jessica Ocasio
Sales Administration



MIAMI BEACH

Contract. no. 22-397-02

CITY OF MIAMI BEACH
CERTIFICATION OF CONTRACT

TITLE: **ITB-2022-397-DF-PURCHASE & DELIVERY OF SPECIALTY VEHICLES**

CONTRACT NO.: 22-397-02

EFFECTIVE DATE(S): This Contract shall remain in effect for two (2) years from date of Contract execution by the City Manager and City Clerk.

OPTIONS TO RENEW: The City, through its City Manager, will have the option to extend for an additional three (3), one (1) year period. Renewal of the contract is a City of Miami Beach prerogative, not a right of the Contractor. The option will be exercised only when it is in the best interest of the City of Miami Beach.

If the contract is held over beyond the term herein provided, it shall only be from a month-to-month basis and shall not constitute an implied renewal of the contract. Said month-to-month extension shall be upon the same terms of the contract and at the compensation and payment provided herein,

CONTRACTOR(S): **CONTENDER BOATS, INC.**
Mick Collins, 1820 SE 38th Avenue, Homestead, FL 33035, 942-400-8485, or mcassociates123@gmail.com

A. **AUTHORITY** - Upon affirmative action taken by the Mayor and City Commission of the City of Miami Beach, Florida, on November 16, 2022, for approval to award a contract, upon execution between the City of Miami Beach, Florida, and Contractor.

B. **EFFECT** - This Contract is entered into to provide for the Purchase and Delivery of Specialty Vehicles pursuant to Invitation to Bid No. 2022-397-DF. By virtue of executing this Agreement, Contractor agrees to be bound by and in compliance with the Terms and Conditions for Formal Solicitations -Terms & Conditions – Goods & Services, which may be found at the following link: [Formal-Solicitations-Terms-Conditions-Goods-and-Services-General-7.7.2022.pdf \(miamibeachfl.gov\)](#) and made a part hereof.

Without limiting the foregoing, the Contract Documents expressly include this Contract, Composite Attachment A (the City's Commission Award Memorandum), Attachment B (Plans and Specifications, Formal Solicitations -Terms & Conditions – Goods & Services, **Invitation to Bid No. ITB-2022-397-DF-Purchase and Delivery of Specialty Vehicles** and all Addenda thereto), Attachment C (Sunbiz Entity Detail and Contractor's Response to the ITB.) Provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, the following order of precedent shall prevail: this Contract; the ITB and the Proposal.

C. **PURPOSE** -To provide various specialty vehicles for various departments on an "as-needed" basis in accordance with the prescribed specifications and requirements in

Contract no. 22-397-02

Appendix A of the ITB. Pricing shall be in accordance with Exhibit A Cost Proposal attached hereto. For the list of awarded line items, see Exhibit B attached hereto.

- D. **MANAGING DEPARTMENT CONTACT** - If you have any questions regarding this communication, you may contact Valerie Velez, Contract Analyst, Procurement Department, at ValerieVelez@miamibeachfl.gov or 305-673-7490. Otherwise, all other inquiries should be addressed, Alian Gonzalez, Fleet Manager at aliangonzalez@miamibeachfl.gov or 305-673-7641.
- E. **INSURANCE CERTIFICATE(S)** - The vendor shall maintain the below required insurance in effect prior to awarding the contract and for the duration of the contract. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the contract.
1. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440, and Employer Liability Insurance for bodily injury or disease. Should the vendor be exempt from this Statute, the vendor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt vendor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.
 2. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate.
 3. Automobile Liability Insurance covering any automobile, if vendor has no owned automobiles, then coverage for hired and non-owned automobiles, with limit no less than \$1,000,000 combined per accident for bodily injury and property damage.

Additional Insured – City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the vendor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the vendor's insurance.

Notice of Cancellation – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

Waiver of Subrogation – Vendor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida

Contract. no. 22-397-02

Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

Verification of Coverage – Vendor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the vendor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER MUST READ:

CITY OF MIAMI BEACH
c/o EXIGIS Insurance Compliance Services
P.O. Box 947
Murrieta, CA 92564

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

Special Risks or Circumstances – The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

F. FORCE MAJEURE

a. A "Force Majeure" event is an event that (i) in fact causes a delay in the performance of the Contractor or the City's obligations under the Agreement, and (ii) is beyond the reasonable control of such party unable to perform the obligation, and (iii) is not due to an intentional act, error, omission, or negligence of such party, and (iv) could not have reasonably been foreseen and prepared for by such party at any time prior to the occurrence of the event. Subject to the foregoing criteria, Force Majeure may include events such as war, civil insurrection, riot, fires, epidemics, pandemics, terrorism, sabotage, explosions, embargo restrictions, quarantine restrictions, transportation accidents, strikes, strong hurricanes or tornadoes, earthquakes, or other acts of God which prevent performance. Force Majeure shall not include technological impossibility, inclement weather, or failure to secure any of the required permits pursuant to the Agreement.

b. If the City or Contractor's performance of its contractual obligations is prevented or delayed by an event believed by to be Force Majeure, such party shall immediately, upon learning of the occurrence of the event or of the commencement of any such delay, but in any case within fifteen (15) business days thereof, provide notice: (i) of the occurrence of event of Force Majeure, (ii) of the nature of the event and the cause thereof, (iii) of the anticipated impact on the Agreement, (iv) of the anticipated

Contract. no. 22-397-02

period of the delay, and (v) of what course of action such party plans to take in order to mitigate the detrimental effects of the event. The timely delivery of the notice of the occurrence of a Force Majeure event is a condition precedent to allowance of any relief pursuant to this section; however, receipt of such notice shall not constitute acceptance that the event claimed to be a Force Majeure event is in fact Force Majeure, and the burden of proof of the occurrence of a Force Majeure event shall be on the requesting party.

c. The City may, through its City manager, in its sole and absolute discretion, make amendment or equitable adjustment in the contract terms and conditions and/or pricing to address very limited unforeseen circumstances outside of the successful Bidder's control relating to certain supply chain issues and extreme market volatility. The City may, through its City Manager, but shall have no obligation to consider or otherwise approve an adjustment, where pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace satisfying, at a minimum, all of the following criteria: 1) the volatility is due to causes wholly beyond the successful Bidder's control; 2) the volatility affects the entire marketplace or industry, not just the particular successful Bidder's source of supply; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the successful Bidders that continued performance of the Contract would result in an excessive or unreasonable substantial loss or financial hardship to the Bidders, such as, for example, an event implicating insolvency or bankruptcy. Any adjustment would require irrefutable evidence and written approval by the Chief Procurement Officer. For the avoidance of doubt, this section does not in any way alter or affect the allocation of risk between the City and the Bidders pursuant to the Contract, or Bidder's assumption of all risks relating to its performance in accordance with the Contract terms.

d. No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations. The suspension of any of the obligations under this Agreement due to a Force Majeure event shall be of no greater scope and no longer duration than is required. The party shall use its reasonable best efforts to continue to perform its obligations hereunder to the extent such obligations are not affected or are only partially affected by the Force Majeure event, and to correct or cure the event or condition excusing performance and otherwise to remedy its inability to perform to the extent its inability to perform is the direct result of the Force Majeure event with all reasonable dispatch

e. Obligations pursuant to the Agreement that arose before the occurrence of a Force Majeure event, causing the suspension of performance, shall not be excused as a result of such occurrence unless such occurrence makes such performance not reasonably possible. The obligation to pay money in a timely manner for obligations and liabilities which matured prior to the occurrence of a Force Majeure event shall not be subject to the Force Majeure provisions.

f. Notwithstanding any other provision to the contrary herein, in the event of a Force Majeure occurrence, the City may, at the sole discretion of the City Manager, suspend the City's payment obligations under the Agreement, and may take such action without regard to the notice requirements herein. Additionally, in the event that an event of Force Majeure delays a party's performance under the Agreement for a time period

Contract no. 22-397-02

City's failure to enforce any provision of the Contract Documents shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

- L. SEVERANCE - In the event a portion of this Contract and/or the Contract Documents is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Contractor elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

- M. AMENDMENTS - No modification, amendment, or alteration in the terms or conditions contained herein, or in the Contract Documents, shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the City and Contractor.

[BALANCE OF PAGE INTENTIONALLY LEFT BALNK]

WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

DocuSigned by:
By: Rafael E. Granado
FAB8BA0BF85E4CF...
Rafael E. Granado, City Clerk

Eric Carpenter for
Alina T. Hudak, City Manager

Date: 2/13/2023 | 4:16 EST

FOR CONSULTANT:

CONTENDER BOATS, INC.

By: [Signature]

Mike Collins
Print Name and Title
Government Sales Manager

Date: 2/8/23

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

[Signature] 2/6/23
City Attorney Date

ATTACHMENT A

**RESOLUTION COMMISSION ITEMS AND COMMISSION
MEMORANDUM**

MIAMI BEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
 FROM: Alina T. Hudak, City Manager
 DATE: November 16, 2022

SUBJECT: REQUEST FOR APPROVAL TO AWARD A CONTRACT PURSUANT TO INVITATION TO BID (ITB) 2022-397-DF FOR PURCHASE AND DELIVERY OF SPECIALTY VEHICLES.

RECOMMENDATION

It is recommended that the Mayor and City Commission approve the award of a contract pursuant to Invitation to Bid (ITB) No. 2022-397-DF for the purchase and delivery of specialty vehicles to primary and secondary vendors, as set forth in Attachment "A," and further authorize the City Manager and City Clerk to execute the contracts.

This solicitation is currently under the cone of silence.

BACKGROUND/HISTORY

The City of Miami Beach ("City") Fleet Division of the Fleet and Facilities Management Department sought bids from authorized vendors to establish a contract to provide various specialty vehicles for several departments as needed for operational requirements. Specialty vehicles are defined as all-terrain vehicles (ATVs), utility vehicles (UTVs), golf cars, personal watercraft (PWCs), and motorboats.

Through the ITB, the Administration intends to establish discount pricing contracts, based on percentage off of manufacturers' suggested retail pricing, for the required specialty vehicles.

ANALYSIS

On September 19, 2022, the ITB was issued. Bid notices were issued to approximately 6,700 companies utilizing the City's e-procurement system, with 43 prospective bidders accessing the solicitation. A pre-bid conference to provide information to proposers submitting a response was held on September 29, 2022. One (1) addendum was issued. Responses were due and received on October 13, 2022. The City received five (5) responses from the following firms: Advantage Golf Cars SEFL, LLC; Contender Boats, Inc.; Four Mile Road LLC; Jeffrey-Allen, Inc.; and Sirocco Marine LLC.

The ITB included more than 30 brands typically utilized by the City, including:

- Kawasaki
- Polaris
- Kubota
- Yamaha
- Suzuki
- Honda
- CanAm
- John Deere
- Ez-Go
- Club Car
- Sea-Doo
- Boston Whaler
- Safeboat
- Contender
- Metalshark
- SeaVee
- Intrepid
- Seahunter
- Yellowfin
- Fluid

The solicitation stated that the lowest responsive, responsible Bidder meeting all terms, conditions, and specifications would be recommended for award. The Procurement Department and Fleet Division verified that the lowest responsive bid submitted by Advantage Golf Cars SEFL, LLC, Contender Boats, Inc., Four Mile Road LLC, Jeffrey-Allen, Inc., and Sirocco Marine LLC (the "Bidders") met the requirements of the solicitation.

Furthermore, City staff verified that the Bidders complied with the solicitation's submittal requirements regarding licensure and approval to provide the goods. The Bidders have provided various specialty vehicles to several South Florida public and private agencies.

Accordingly, the Bidders have been deemed the lowest responsive and responsible Bidder, meeting all terms, conditions, and specifications of the ITB. The award for primary and secondary vendors are as follows: John Deere - Four Mile Road LLC (Primary); Ez-Go - Advantage Golf Cars SEFL LLC (Primary); Club Car - Jeffrey Allen (Primary), Advantage Golf Cars SEFL LLC (Secondary); Yamaha - Advantage Golf Cars SEFL LLC (Primary); Contender Motorboats - Contender Boats, Inc. (Primary); and, Fluid Motorboats - Sirocco Marine LLC.

A brief description of the lowest responsive and responsible bidders is below.

Advantage Golf Cars SEFL, LLC

Advantage Golf Cars SEFL LLC ("Advantage Golf Cars") provides superior customer service and has an entire team of professional sales members, finance experts, service technicians, and a knowledgeable parts and accessories staff to support their clients. Advantage Golf Cars prides itself on having well-trained experts that strive for customer satisfaction.

Contender Boats, Inc.

Contender Boats Inc. ("Contender Boats") has over 35 years of experience building the world's finest semi-custom sportfishing boats. Boats that are carefully engineered and meticulously hand-crafted – not because it is the easy way, but because Contender Boats has a reputation to uphold. A reputation for building boats that outperform and out-last. A reputation that drives it to push the envelope even further every day.

Four Mile Road LLC

Four Mile Road LLC d/b/a Green Thumb ("Green Thumb") was founded in 1975 by Joe and Diana Biesterfeld. Green Thumb is the premier outdoor power equipment dealership in the southeastern United States. Green Thumb sells and services commercial landscapers, municipalities, and homeowners throughout Florida. The Biesterfeld family is the heart of Green Thumb, with Joe's sons, John and Joe Jr., growing the company to its current size

Jeffrey-Allen Inc.

Jeffrey-Allen Inc. ("Jeffrey Allen") is a third-generation family-owned golf cart dealership and service provider founded in 1970. Jeffrey Allen is Florida's premier authorized golf car dealer for Club Car and other leading golf cart brands and specializes in golf car sales, service, parts, accessories, and rentals. Jeffrey Allen serves central and south Florida customers with showrooms in Tampa, Orlando, and Ft. Lauderdale (Davie).

Sirocco Marine LLC

Sirocco Marine LLC ("Sirocco Marine") originated as an Australia-wide dealer network; client-focused service is what it is now renowned for. The Sirocco Marine network has expanded into the United States by opening Sirocco dealerships in Fort Lauderdale and Annapolis. In the next two to three years, it will open five (5) to six (6) dealerships in prime locations across the United States. In keeping with its high-quality brands, its customer service and after-sales support sets Sirocco Marine apart and make it the best in the inflatable boat market.

SUPPORTING SURVEY DATA

According to the 2019 Community Satisfaction Survey conducted by ETC institute (the "Survey"), 62.9% satisfaction was given to "Quality of Customer Service" among the City's residents. The 2019 result indicated a positive upward trend compared to the 2016 Community Satisfaction Survey, which showed 53.6% satisfaction. Maintaining a well-equipped and well-maintained fleet is critical to the delivery of City services for visitors, residents, and businesses alike.

FINANCIAL INFORMATION

As a result of this ITB, the Fleet Division will be able to streamline a considerable amount of its specialty vehicle purchases through a competitively-procured contract that provides protection against escalating list prices currently affecting the fleet industry at large. Further, as indicated in Attachment "A," the City will take advantage of pricing at MSRP cost or better.

Purchases pursuant to the award of the ITB shall be subject to funds availability approved through the City's budgeting process. Grant funding will not be utilized for this project.

Amount(s)/Account(s):

AMOUNTS/ACCOUNTS

435-0430-000673-29-422-000-00-00-00- DocuSign Envelope ID: E6878081-7E5C-4F32-8F01-71F6C22DE0AA	\$88,000.00
510-1780-000673-00-422-000-00-00-00-61122	\$131,000.00
510-1780-000673-00-422-000-00-00-00-61723	\$175,500.00
520-1720-000673-29-422-000-00-00-00-	\$92,000.00
	\$ 768,600.00

CONCLUSION

Based on the foregoing, I recommend that the Mayor and City Commission of the City of Miami Beach, Florida, approve the award of a contract pursuant to Invitation to Bid (ITB) No. 2022-397-DF for the purchase and delivery of specialty vehicles to the primary and secondary vendors, as set forth in Attachment "A," and further authorize the City Manager and City Clerk to execute the contracts.

Applicable Area

Not Applicable

Is this a "Residents Right to Know" item, pursuant to City Code Section 2-14?

No

Does this item utilize G.O. Bond Funds?

No

Legislative Tracking

Facilities and Fleet Management/Procurement

ATTACHMENTS:

Description

- [Attachment A - Tabulation](#)

Attachment A

ITB 2022-397-DF Tabulation

Line Item	Description	Advantage Golf Cars	Contender Boats	Four Mile Road	Jeffrey Allen	Sirocco Marine
15	JOHN DEERE – UTV			13%		
A16	EZ-GO – GOLF CAR	5%				
A18	CLUB CAR – GOLF CAR	0%			10%	
A19	YAMAHA – GOLF CAR	3%				
A25	CONTENDER – MOTORBOAT		30%			
A31	FLUID - MOTORBOAT					5%

Primary Vendors:

- John Deere - Four Mile Road
- Ez-Go - Advantage Golf
- Club Car - Jeffrey Allen
- Yamaha - Advantage Golf
- Contender - Contender Boats
- Fluid - Sirocco Marine

Secondary Vendor:

- Club Car - Advantage Golf

ATTACHMENT B

**SOLICITATION
AND ADDENDUMS**



PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139
www.miamibeachfl.gov

ADDENDUM NO. 1
INVITATION TO BID NO. 2022-397-DF
FOR PURCHASE AND DELIVERY OF SPECIALTY VEHICLES
October 6, 2022

This Addendum to the above-referenced ITB is issued in response to questions from prospective proposers, or other clarifications and revisions issued by the City. The ITB is amended in the following particulars only (deletions are shown by strikethrough and additions are underlined).

- I. REVISION: ITB DUE DATE AND TIME.** The deadline for the electronic receipt of bids is extended until 3:00 p.m., on Thursday, October 13, 2022.

All bids received and time stamped through PeriscopeS2G, prior to the bid submittal deadline shall be accepted as timely submitted. Bids will be opened promptly at the time and date specified. Hard copy bids or bids received electronically, either through email or facsimile, submitted prior to or after the deadline for receipt of bids are not acceptable and will be rejected. Late bids cannot be submitted, bidders are cautioned to plan sufficiently. The City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence.

II. RESPONSES TO QUESTIONS RECEIVED:

Q1: We are a B2G business with pricing structure established by the federal government. We have no MSRP and cannot discount for the General Services Administration (GSA) price. How do we handle this?

A1: The purpose of the ITB is to establish contract(s) for future needs. Manufacturer Suggested Retail Price(s) (MSRP) is required to verify pricing future purchases.

Any questions regarding this Addendum should be submitted **in writing** to the Procurement Management Department to the attention of the individual named below, with a copy to the City Clerk's Office at RafaelGranado@miamibeachfl.gov

Contact: Danny Flores	Telephone: 305-673-7000 ext. 26652	Email: DannyFlores@miamibeachfl.gov
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Proposers are reminded to acknowledge receipt of this addendum as part of your ITB submission.

Sincerely,

Kristy Bada
Procurement Contracting Manager



Invitation to Bid (ITB)
2022-397-DF
Purchase and Delivery of Specialty Vehicles

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SECTION 0100**INSTRUCTIONS TO BIDDERS****1. GENERAL.**

This Invitation to Bid (ITB) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective Bidders to submit their qualifications, proposed scopes of work and cost proposals (the "bid") to the City for the City's consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the Bidders and, subsequently, the successful Bidders(s) (the "contractor[s]") if this ITB results in an award.

The City utilizes Periscope S2G (formally known as BidSync) (www.periscopeholdings.com or www.bidsync.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this ITB. Any prospective Proposer who has received this ITB by any means other than through Periscope S2G must register immediately with Periscope S2G to assure it receives any addendum issued to this ITB. Failure to receive an addendum may result in disqualification of proposal submitted.

2. PURPOSE.

The City is seeking bids from authorized vendors to establish a contract to provide various specialty vehicles for various departments on an "as needed" basis solely determined by the City. Specialty vehicles are defined as all-terrain vehicles (ATVs), utility vehicles (UTVs), golf cars, personal watercraft (PWCs), and motorboats.

The minimum requirements, specifications, and special conditions are further detailed in Appendix A.

3. SOLICITATION TIMETABLE. The tentative schedule for this solicitation is as follows:

ITB Issued	September 19, 2022
Pre-Bid Meeting	September 29, 2022 at 11:00 am ET Join on your computer or mobile app Click here to join the meeting Meeting ID: 271 190 856 316 Passcode: yeHxZw Download Teams Join on the web Or call in (audio only) +1 786-636-1480 United States, Miami Phone Conference ID: 414 147 894, then #
Deadline for Receipt of Questions	September 30, 2022 at 5:00 pm ET
Deadline for Submittal of Bids	October 11, 2022 at 3:00 pm ET Join on your computer or mobile app Click here to join the meeting Meeting ID: 288 756 628 343 Passcode: qZDPjb Download Teams Join on the web

	Or call in (audio only) +1 786-636-1480 United States, Miami Phone Conference ID: 746-001-883, then #
Tentative Commission Approval Authorizing Award	TBD

4. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

Procurement Contact:
Danny Flores

Telephone:
305-673-7000, Ext. 26652

Email:
DannyFlores@miamibeachfl.gov

Additionally, the City Clerk is to be copied on all communications via e-mail at: RafaelGranado@miamibeachfl.gov; or via facsimile: 786-394-4188.

The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than ten (10) calendar days prior to the date proposals are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Bidders in the form of an addendum.

5. PRE-BID MEETING OR SITE VISIT(S). A pre-bid meeting or site visit(s) may be scheduled. Attendance for the pre-bid meeting shall be via web conference and recommended as a source of information but is not mandatory. Bidders interested in participating in the pre-bid meeting must follow these steps:

September 29, 2022 at 11:00 am ET

- **Join on your computer or mobile app**
[Click here to join the meeting](#)
Meeting ID: 271 190 856 316
Passcode: yeHxZw
[Download Teams](#) | [Join on the web](#)
- **Or call in (audio only)**
+1 786-636-1480 United States, Miami
Phone Conference ID: 414 147 894, then #

Bidders who are participating via telephone should send an e-mail to the contact person listed in this ITB expressing their intent to participate via telephone.

6. PRE-BID INTERPRETATIONS. Oral information or responses to questions received by prospective Bidders are not binding on the City and will be without legal effect, including any information received at pre-submittal meeting or site visit(s). The City by means of Addenda will issue interpretations or written addenda clarifications considered necessary by the City in response to questions. Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *Periscope S2G*. Any prospective bidder who has received this ITB by any means other than through *Periscope S2G* must register immediately with *Periscope S2G* to assure it receives any addendum issued to

this ITB. Failure to receive an addendum may result in disqualification of the bid submittal. Written questions should be received no later than the date outlined in the **Anticipated ITB Timetable** section.

7. BIDDER'S RESPONSIBILITY. Before submitting a response, each bidder shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the bidder from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the bidder.

8. CONE OF SILENCE. Pursuant to Section 2-486 of the City Code, all procurement solicitations once advertised and until an award recommendation has been forwarded to the City Commission by the City Manager are under the "**Cone of Silence.**" The Cone of Silence ordinance is available at <http://library.municode.com/index.aspx?clientID=13097&stateID=9&statename=Florida>. Any communication or inquiry in reference to this solicitation with any City employee or City official is strictly prohibited with the of exception communications with the Procurement Director, or his/her administrative staff responsible for administering the procurement process for this solicitation providing said communication is limited to matters of process or procedure regarding the solicitation. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov.

9. METHOD OF AWARD. Following the review of bids and application of vendor preferences, the lowest responsive, responsible bidder(s) meeting all terms, conditions, and specifications of the ITB will be recommended for award by bid item, bid group, or for the entirety of all bid items, as deemed in the best interest of the City, to the City Manager for his consideration. After considering the staff recommendation for award, the City Manager shall exercise his due diligence and recommend to the Mayor and City Commission the bid that the City Manager deems to be in the best interest of the City. The City Commission shall consider the City Manager's recommendation(s) and, may approve or reject the City Manager's recommendation(s). The City Commission may also reject all bids received. In determining the lowest and best bidder, and in addition to price, Section 2-369 of the City Code provides that the City may consider the following:

- **The ability, capacity and skill of the bidder to perform the Contract.**
- **Whether the bidder can perform the Contract within the time specified, without delay or interference.**
- **The character, integrity, reputation, judgment, experience and efficiency of the bidder.**
- **The quality of performance of previous contracts.**
- **The previous and existing compliance by the bidder with laws and ordinances relating to the Contract.**

10. MULTIPLE AWARD. The City may award two or more vendors (primary, secondary, tertiary, or higher), as available, by line item, by group or in its entirety, beginning with lowest, responsive, responsible bidder (primary), followed by the second lowest, responsive, responsible bidder (secondary), and continuing with other responsive, responsible bidders in order of next best cost. The City will endeavor to utilize vendors in order of award. However, the City may utilize other vendors in the event that: 1) a contract vendor is not or is unable to be in compliance with any contract or delivery requirement; 2) it is in the best interest of the City to do so regardless of reason.

Bidder acknowledges and agrees that this Contract and the award of any work hereunder, is non-exclusive,

and the City may, at its sole and absolute discretion, award similar services or work to other firms under contract with the City (either as a co-primary contractor, or as secondary or tertiary contractors). No Purchase Order shall be issued to Contractor, and no work or Services shall be authorized under this Agreement, except at City's sole discretion. Contractor shall have no entitlement to perform any services hereunder, or to be compensated for any Services, unless set forth in a written Purchase Order.

11. E-VERIFY. As a contractor you are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Therefore, you shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the 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 subcontractor during the Contract term.

12. OMITTED OR ADDITIONAL INFORMATION. Failure to include the Bid Price Form and the Bid Bond (if applicable) shall render a bid non-responsive. Non-responsive bids will not be considered. With exception of the Bid Price Form and the Bid Bond, if applicable, the City reserves the right to seek any omitted information/documentation or any additional information from bidder or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the bidder to perform in accordance with contract requirements. Failure to submit any omitted or additional information in accordance with the City's request shall result in proposal being deemed non-responsive.

13. PERISCOPE S2G (FORMERLY BIDSINC). The Procurement Department utilizes Periscope S2G, Supplier-to-Government electronic bidding (e-Bid) platform. If you would like to be notified of available competitive solicitations released by the City you must register and complete your vendor qualifications through Periscope S2G, Supplier-to-Government www.bidsync.com/Miami-Beach. Registration is easy and will only take a few minutes. For detailed instructions on how to register, complete vendor qualifications and submit electronic bids visit <https://www.miamibeachfl.gov/city-hall/procurement/for-approval-how-to-become-a-vendor/>.

Should you have any questions regarding this system or registration, please visit the above link or contact Periscope S2G, Supplier-to-Government at support@bidsync.com or 800.990.9339, option 1, option 1.

14. HOW TO MANAGE OR CREATE A VENDOR PROFILE ON VENDOR SELF SERVICE (VSS). In addition to registering with Periscope S2G, the City encourages vendors to register with our online Vendor Self-Service web page, allowing City vendors to easily update contacts, attachments (W-9), and commodity information. The Vendor Self-Service (VSS) webpage (<https://selfservice.miamibeachfl.gov/vss/Vendors/default.aspx>) will also provide you with purchase orders and payment information.

Should you have any questions and/or comments, do not hesitate to submit them to vendorsupport@miamibeachfl.gov.

15. SUPPLIER DIVERSITY. In an effort to increase the number and diversity of supplier options in the procurement of goods and services, the City has established a registry of LGBT-owned businesses, as certified by the National LGBT Chamber of Commerce (NGLCC) and small and disadvantaged businesses, as certified by Miami-Dade County. See authorizing resolutions [here](#).

If your company is certified as an LGBT-owned business by NGLCC, or as a small or disadvantaged business by Miami-Dade County, click on the link below to be added to the City's supplier registry (Vendor Self-Service) and bid system (Periscope S2G, Supplier-to-Government). These are two different systems and it is important that you register for both.

Click to see acceptable certification and to register: <https://www.miamibeachfl.gov/city-hall/procurement/how-to-become-a-vendor/>.

SECTION 0200

GENERAL TERMS AND CONDITIONS

FORMAL SOLICITATIONS - TERMS & CONDITIONS – GOODS & SERVICES. By virtue of submitting a bid in response to this solicitation, proposer agrees to be bound by and in compliance with the Terms and Conditions for Goods & Services (dated July 7, 2022), incorporated herein, which may be found at the following link:

<https://www.miamibeachfl.gov/city-hall/procurement/standard-terms-and-conditions/>

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SECTION 0300 BID SUBMITTAL INSTRUCTIONS AND FORMAT

1. ELECTRONIC RESPONSES ONLY. Bids must be submitted electronically through Periscope S2G (formerly BidSync) on or before the date and time indicated. Hard copy proposals or proposals received through email or facsimile are not acceptable and will be rejected.

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the deadline for bid submittals. The City will only consider the latest version of the bid.

Electronic bid submissions may require the uploading of attachments. All documents should be attached as separate files in accordance with the instructions included in Section 4, below. Attachments containing embedded documents or proprietary file extensions are prohibited. It is the bidder's responsibility to assure that its bid, including all attachments, is uploaded successfully.

Only bid submittals received and time stamped by Periscope S2G (formerly BidSync) prior to the bid submittal deadline shall be accepted as timely submitted. Late bids cannot be submitted and will not be accepted. Bidders are cautioned to allow sufficient time for the submittal of bids and uploading of attachments. Any technical issues must be submitted to Periscope S2G (formerly BidSync) by contacting (800) 990-9339 (toll free) or S2G@periscopeholdings.com. The City cannot assist with technical issues regarding submittals and will in no way be responsible for delays caused by any technical or other issue.

It is the sole responsibility of each bidder to ensure its proposal is successfully submitted in BidSync prior to the deadline for bid submittals.

2. NON-RESPONSIVENESS. Failure to submit the following required forms **on or before the Deadline for Submittal of Bids** shall result in a determination of non-responsiveness. Non-responsive bids will not be considered.

1. Bid Submittal Questionnaire (submitted electronically via Periscope S2G).
2. Cost Proposal Form (Appendix B)

3. OMITTED OR ADDITIONAL INFORMATION. Failure to complete and submit the Bid Submittal Questionnaire (submitted electronically), the Cost Proposal, and bid bond (if applicable) with the bid and by the deadline for submittals shall render the bid non-responsive. Non-responsive bids will not be considered. Bid Submittals received that do not include the Cost Proposal Form, completed as required, bid submittal questionnaire, or Bid Bond (if applicable) completed as required and fully executed shall be deemed non-responsive. Bidder must submit any omitted documentation within *three (3) business days upon request from the City*, or the bid may be deemed non-responsive. Non-responsive bid packages will receive no further consideration.

4. ELECTRONIC BID FORMAT. In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of bids, it is strongly recommended that bids be organized and tabbed in accordance with the tabs, and sections as specified below. The electronic submittal should be tabbed as enumerated below and contain a table of contents with page references. The electronic bid shall be submitted through the "Line Items" attachment tab in BidSync.

BID PROPOSAL. The Bid Proposal is to include the following:

- **TAB 1 – Cost Proposal Form (Appendix B).** The Cost Proposal Form (Appendix B) shall be completed in its entirety. All corrections on the Cost Proposal Form shall be initialed.

FAILURE TO SUBMIT THE MOST RECENT COST PROPOSAL FORM (EITHER INCLUDED IN THE ORIGINAL ITB OR RELEASED VIA AN ADDENDUM) MAY RESULT IN BID BEING DEEMED NOT RESPONSIVE AND NOT BEING FURTHER CONSIDERED.

- **TAB 2 Documentation indicating compliance with Minimum Eligibility Requirements.**

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APPENDIX A

MIAMI BEACH

Minimum Requirements, Specifications, and Special Conditions

2022-397-DF Purchase and Delivery of Specialty Vehicles

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

C1. Minimum Eligibility Requirements. The Minimum Eligibility Requirements for this solicitation are listed below. Bidder shall submit the required submittal(s) documenting compliance with each minimum requirement. Bidders that fail to comply with minimum requirements shall be deemed non-responsive and shall not have its bid considered.

1. Bidder (defined as the Firm) shall be an authorized dealer for the manufacturer(s) proposed.
Required Submittals: Manufacturer's letter or other documentation showing firm's authenticity as a dealer.

C2. Statement of Work Required.

The City of Miami Beach is seeking a qualified vendor(s) to supply specialty vehicles, parts, and accessories to be used by authorized City departments. Specialty vehicles include the following:

- a. all-terrain Vehicles (ATVs)
- b. utility vehicles (UTVs)
- c. golf cars
- d. personal watercraft (PWC)
- e. motorboats

C3. Specifications.

Group A: Purchase and Delivery of Specialty Vehicles. Through this group, the City seeks to establish a discount off Manufacturer Suggested Retail Price (MSRP), or List Price, for the purchase of specialty vehicles on an "as needed" basis.

Refer to Appendix B for the list of specialty vehicle brands and their associated estimated contract expenditure. The City will endeavor to utilize this ITB and subsequent executed contract(s) for the replacement of its obsolete specialty vehicles, however there is no guarantee expressed or implied as to quantities or dollars that will be used during the contract period.

Additional original equipment manufacturer (OEM) parts or accessories may be required with each vehicle purchased, including but not limited to:

1. Flip Windshield
2. Hard Roof
3. Undercoating
4. Cargo Box
5. Bed Liner

The cost of any OEM part or accessory shall be offered to the City at the same discount extended for the brands listed in Appendix B - Cost Proposal and must abide by the requirements of Section 3.1 of C3. Specifications detailed herein.

Products furnished under this contract shall be the manufacturer's current year model, standard industrial product, except for those modifications or changes required in the standard product to comply with this specification's requirements. All components normally furnished with commercially offered standard products shall be furnished with each unit.

3.1 Required Documentation for MSRP. At the time of order, the awarded vendor(s) shall be responsible for providing the current catalog, manufacturer's price sheet, or other documentation deemed necessary by the City showing the MSRP for each purchased equipment.

The discount included shall account for all fees and expenses required to complete the transaction, including vehicle destination charges, dealer fees, shipping and delivery to the City. The City will assume responsibility for the cost and acquisition of title and registration for purchased specialty vehicle(s). Such registration and title fees on invoices will not be accepted by the City. The awarded vendor(s) will provide a separate invoice outlining each specialty vehicle identification number (VIN) for delivered specialty vehicles.

3.2 Shipping and Delivery. Bidder(s) shall include shipping within the discount offered in this ITB. Shipping may not be charged separately. Equipment will be delivered to various locations throughout the City as directed by City staff. All deliveries shall be made Monday through Friday from 8:00 am to 3:00 pm eastern standard time, unless otherwise requested. Awarded vendor(s) is required to provide a minimum of one (1) week notice before delivery, with said notice providing the anticipated time of delivery and the quantities to be delivered. Upon delivery, vendor(s) shall provide the following documentation:

- a. manufacturer Statement of Origin (MSO);
- b. all applicable warranty documents;
- c. all applicable manuals;
- d. the invoice with the appropriate corresponding purchase order number (Invoices shall include an itemized list of all the options listed individually, including at a minimum, part number, description, quantity, and cost)

3.3 Vehicle Inspection

Prior to acceptance, each vehicle delivered shall be subject to a complete inspection by the City. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship, and materials. If delivered equipment is returned to the vendor before acceptance for any reason, all corrections shall be made without any inconvenience to the City.

3.4 Manuals

Awarded vendor(s) shall furnish the below listed manuals during delivery of vehicle(s):

- a. Operator's manual
- b. Parts manual
- c. Service and repair manual
- d. Overhaul manual
- e. Cross-reference guide from manufacturer's parts numbers to supplier's parts numbers

The vendor(s) shall provide one (1) hard copy of each manual with each delivery specialty vehicle. The City may request one (1) electronic copy on either a portable thumb drive or compact disc (CD) which must be provided within five (5) days request by the City.

3.5 Training

Proposer shall provide training to operators and technicians at no additional cost if requested by the City. At a minimum, such training shall include operator training on all machine functions and operator preventive maintenance.

3.6 Equipment Recalls

If any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract is released to the general public, a notice regarding affected City equipment shall be sent to City staff in a timely manner. Vendor(s) shall provide in writing to the City detailed instructions on how to remedy said recall(s) for the affected vehicle(s) and give a timetable in which the City can expect the repairs to be made. Any existing or outstanding recalls known to the general public must be remedied before delivering new vehicle(s) to City as part of a new order.

The vendor(s) shall coordinate logistically with the City on the location of where the repairs will be made. The City shall not compensate the vendor for pickup or dropoff of affected vehicle(s).

C4. Special Conditions

1. TERM OF CONTRACT. The contract shall remain in effect for two (2) years from the date of contract execution by the City Manager and the City Clerk.

2. OPTIONS TO RENEW. The City, through its City Manager, will have the option to extend for an additional three (3), one (1) year period. Renewal of the contract is a City of Miami Beach prerogative, not a right of the Contractor. The option will be exercised only when it is in the best interest of the City of Miami Beach.

If the contract is held over beyond the term herein provided, it shall only be from a month-to-month basis and shall not constitute an implied renewal of the contract. Said month-to-month extension shall be upon the same terms of the contract and at the compensation and payment provided herein

3. SHIPPING TERMS. Freight-on-Board (FOB) Destination.

APPENDIX B

MIAMI BEACH

Cost Proposal Form

2022-397-DF
Purchase and Delivery of Specialty
Vehicles

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

APPENDIX B COST PROPOSAL FORM

Failure to submit Appendix B, Cost Proposal Form, in its entirety by the deadline established for the receipt of bids will result in bid submittal being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the proposal price form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Cost Proposal Form (**Appendix B**) shall be completed in its entirety. All corrections on the Cost Proposal Form (**Appendix B**) shall be initialed.

GROUP A: PURCHASE AND DELIVERY OF EQUIPMENT

Item	Description	Estimated Amount*	Percentage Discount
1	KAWASAKI - ATV	\$160,000	_____ %
2	POLARIS - ATV	\$110,000	_____ %
3	KUBOTA - ATV	\$30,000	_____ %
4	YAMAHA - ATV	\$30,000	_____ %
5	SUZUKI - ATV	\$30,000	_____ %
6	HONDA - ATV	\$160,000	_____ %
7	CANAM – ATV	\$30,000	_____ %
8	KAWASAKI - UTV	\$250,000	_____ %
9	POLARIS - UTV	\$55,000	_____ %
10	KUBOTA - UTV	\$30,000	_____ %
11	YAMAHA - UTV	\$30,000	_____ %
12	SUZUKI - UTV	\$30,000	_____ %
13	CANAM - UTV	\$30,000	_____ %
14	HONDA – UTV	\$30,000	_____ %
15	JOHN DEERE – UTV	\$115,000	_____ %
A16	EZ-GO – GOLF CAR	\$40,000	_____ %
A17	POLARIS – GOLF CAR	\$15,000	_____ %
A18	CLUB CAR – GOLF CAR	\$15,000	_____ %
A19	YAMAHA – GOLF CAR	\$10,000	_____ %
A20	YAMAHA – PWC	\$25,000	_____ %
A21	SEA DOO – PWC	\$12,000	_____ %
A22	KAWASAKI – PWC	\$12,000	_____ %

* These are annual estimated amounts. However, the City makes no guarantee of the volume of orders as a result of this ITB and reserves the right the City to increase or decrease these amounts, or place no orders, at its sole discretion.

Item	Description	Estimated Amount*	Percentage Discount
A23	BOSTON WHALER – MOTORBOAT	\$130,000	_____ %
A24	SAFEBOAT – MOTORBOAT	\$400,000	_____ %
A25	CONTENDER – MOTORBOAT	\$500,000	_____ %
A26	METALSHARK – MOTORBOAT	\$400,000	_____ %
A27	SEAVEE - MOTORBOAT	\$300,000	_____ %
A28	INTREPID - MOTORBOAT	\$300,000	_____ %
A29	SEAHUNTER - MOTORBOAT	\$300,000	_____ %
A30	YELLOWFIN - MOTORBOAT	\$300,000	_____ %
A31	FLUID - MOTORBOAT	\$175,000	_____ %

* These are annual estimated amounts. However, the City makes no guarantee of the volume of orders as a result of this ITB and reserves the right the City to increase or decrease these amounts, or place no orders, at its sole discretion.

APPENDIX C

MIAMI BEACH

Insurance Requirements

2022-397-DF Purchase and Delivery of Specialty Vehicles

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1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

MIAMI BEACH

TYPE 2 - GOODS, SERVICES & MAINTENANCE INSURANCE REQUIREMENTS

The vendor shall maintain the below required insurance in effect prior to awarding the contract and for the duration of the contract. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the contract.

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440, and Employer Liability Insurance for bodily injury or disease. Should the vendor be exempt from this Statute, the vendor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt vendor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.
- B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate.
- C. Automobile Liability Insurance covering any automobile, if vendor has no owned automobiles, then coverage for hired and non-owned automobiles, with limit no less than \$1,000,000 combined per accident for bodily injury and property damage.

Additional Insured - City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the vendor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the vendor's insurance.

Notice of Cancellation - Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

Waiver of Subrogation – Vendor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

Verification of Coverage – Vendor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive

the vendor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER MUST READ:

CITY OF MIAMI BEACH
c/o EXIGIS Insurance Compliance Services
P.O. Box 4668 – ECM #35050
New York, NY 10163-4668

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

Special Risks or Circumstances - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

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1. GENERAL DISCLAIMERS.

- a. The solicitation referenced herein is being furnished to the Bidders by the City of Miami Beach (the "City") for the Bidder's convenience. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation. Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Bidders should rely exclusively on their own investigations, interpretations, and analyses. Bidders are expected to examine the terms, conditions, specifications, delivery schedules, proposed pricing, and other all instructions pertaining to the goods relative to this solicitation. Failure to do so will be at the Bidder's risk and may result in the Bid being non-responsive. All expenses involved with the preparation and submission of bid, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Bidders, and shall not be reimbursed by the City.
- b. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Bid conforming to these requirements will be selected for consideration, negotiation, or approval. Any individual that submits a bid in response to this solicitation agrees that any action taken by the City in response to bids made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such bid, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.
- c. It is the responsibility of each Bidders, before submitting a Bid, to: examine the solicitation thoroughly; visit the site or structure, as applicable, to become familiar with conditions that may affect costs, progress, performance or furnishing of the Work; take into account federal, state and local (City and Miami-Dade County) laws, regulations, permits, and ordinances that may affect costs, progress, performance, furnishing of the Work, or award; study and carefully correlate Bidder's observations with the solicitation. The Bidders shall notify the Procurement Director of all conflicts, errors, or discrepancies in the solicitation of which Bidders knows or reasonably should have known. The submission of a Bid shall constitute an incontrovertible representation by Bidders that Bidders has complied with the above requirements and that without exception, the Bid is premised upon performing and furnishing the Work required by the solicitation and that the solicitation documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- d. Any action taken by the City in response to bids received pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such bid, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City. In its sole discretion, the City may withdraw the solicitation either before or after receiving bids, may accept or reject bids, and may accept bids which deviate from the solicitation, as it deems appropriate and in its best interest. The City may postpone the deadline for submittal of bids and may, but is not required to, make a reasonable effort to give at least three (3) calendar days electronic notice of any such postponement.
- e. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting bid in response to this solicitation.
- f. Bidders are hereby advised that this solicitation is subject to the following ordinances/resolutions (as applicable), which may be found on the City Of Miami Beach Procurement Department website at <https://www.miamibeachfl.gov/City-hall/procurement/procurement-related-ordinance-and-procedures/>.

Requirement	Code Section or Resolution
Cone of Silence	2-486
Protest Procedures	2-371
Debarment Proceedings	2-481 through 2-406
Lobbyist Registration and Disclosure of Fees	2-397 through 2-485.3
Campaign Contributions by Vendors	2-487
Campaign Contributions by Lobbyists	2-488
Equal Benefits for Domestic Partners	2-373
Living Wage Requirement	2-407 through 2-410
False Claims Ordinance	70-300
Acceptance of Gifts, Favors & Services	2-449
Purchase of Goods and Services Sourced in Mississippi	Resolution 2016-29375
Non-discrimination (boycotts)	2016-3990

2. **ACCEPTANCE OF GIFTS, FAVORS, SERVICES.** Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this Bid. Pursuant to Sec. 2-449 of the City Code, no officer or employee of the City shall accept any gift, favor or service that might reasonably tend improperly to influence him in the discharge of his official duties.
3. **ASSIGNMENT.** No contract shall be assigned, transferred, conveyed, sublet or otherwise disposed, including any or all right,

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title or interest therein, or power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

4. **CANCELLATION.** In the event any of the provisions of this Bid are violated by the Bidders, the City shall give written notice to the Bidders stating such deficiencies and, unless such deficiencies are corrected within ten (10) calendar days from the date of the City's notice, the City, through its City Manager, may declare the contract in default and terminate same, without further notice required to the Bidders. Notwithstanding the preceding, the City, through its City Manager, also reserves the right to terminate the contract at any time and for any reason, without cause and for convenience, and without any monetary liability to the City, upon the giving of thirty (30) days prior written notice to the Bidders.
5. **COMPLIANCE WITH THE CITY'S LOBBYIST LAWS.** This solicitation is subject to, and all Bidders are expected to be or become familiar with, all City lobbyist laws. Bidders shall be solely responsible for ensuring that all City lobbyist laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including, without limitation, disqualification of their responses, in the event of such non-compliance.
6. **DEFAULT.** Failure or refusal of the successful Bidders to execute a contract following approval of such contract by the City Commission, or untimely withdrawal of a bid response before such award is made and approved, may result in a claim for damages by the City, and may be grounds for removing the Bidders from the City's vendor list.
7. **DEMONSTRATION OF COMPETENCY.** Pursuant to Section 2-369 of the City Code, when determining the lowest and best Bidders, in addition to price, there shall be a consideration of the following: (1) the ability, capacity and skill of the Bidders to perform the contract; (2) whether the Bidders can perform the contract within the time specified, without delay or interference; (3) the character, integrity, reputation, judgment, experience and efficiency of the Bidders; (4) the quality of performance of previous contracts; and (5) the previous and existing compliance by the Bidders with laws and ordinances relating to the contract. In doing so, the City may take any and all actions in deems necessary, including consideration of any legal, financial, operational (facilities, staffing and equipment) factor that may impact the Bidder's ability to successfully perform the contract, and the City may contact any prior or current client, employee or agent of the Bidders.
 - a. The City reserves the right to request supplemental information from Bidders at any time during the solicitation process, unless otherwise noted.
8. **DISPUTES.** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
 - a. Any contract or agreement resulting from the award of this solicitation; then
 - b. Addendum issued for this solicitation, with the latest Addendum taking precedence; then
 - c. The solicitation; then
 - d. The Bidder's bid in response to the solicitation.

In case of any doubt or difference of opinion as to the items and/or goods (as the case may be) to be furnished hereunder, the decision of the City shall be final and binding on all parties.
9. **ELIMINATION FROM CONSIDERATION.** This bid shall not be awarded to any person or firm who is in arrears to the City upon any debt, taxes, or contracts which are defaulted as surety or otherwise upon any obligation to the City.
10. **EMERGENCY RESPONSE PRIORITY.** It is hereby made a part of this solicitation that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of force majeure that the City of Miami Beach, Florida shall receive a "First Priority" for any goods and services covered under any award resulting from this solicitation, including balance of line items as applicable. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the City. By virtue of submitting a response to this solicitation, vendor agrees to provide all award-related goods and services to the City on a "first priority" under the emergency conditions noted above.
11. **ESTIMATED QUANTITIES.** Estimated quantities or estimated dollars, if provided, are for City guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place any order for a given amount subsequent to the award of this Bid. Estimates are based upon the City's actual needs and/or usage during a previous contract period. The City may use said estimates for purposes of determining whether the low Bidders meets specifications.
12. **ENVIRONMENTAL REGULATIONS.** The City reserves the right to consider a Bidder's history of citations and/or violations of environmental regulations in investigating a Bidder's responsibility, and further reserves the right to declare a Bidders not responsible if the history of violations warrants such determination in the opinion of the City. Bidder shall submit with its proposal, a complete history of all citations and/or violations, notices, and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Bidders that there are no citations or violations. Bidders shall notify the City immediately of notice of any citation or violation which Bidders may receive after the proposal opening date and during the time of performance of any contract awarded to it.
13. **EXCEPTIONS TO SOLICITATION.** Bidders must clearly indicate any exceptions they wish to take to any of the terms in the solicitation, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly



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delineated, in writing, in the bid submittal. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Bidders to comply with the particular term and/or condition of the solicitation to which Bidders took exception to (as said term and/or condition was originally set forth in the solicitation and any exhibits or Addenda thereto).

14. **FLORIDA PUBLIC RECORDS LAW.** Bidders are hereby notified that all bids including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the bids, whichever is earlier. Additionally, Bidders agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the goods; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Bidders upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
15. **JOINT VENTURES / SINGLE PURPOSE ENTITY.** Joint Ventures are not allowed. bid shall be submitted only by the prime contractor. Bidders may, however, identify sub-contractors or sub-consultants to the prime Bidders who may serve as team members.
16. **FORCE MAJEURE.**
 - a. A "Force Majeure" event is an event that (i) in fact causes a delay in the performance of the Contractor or the City's obligations under the Agreement, and (ii) is beyond the reasonable control of such party unable to perform the obligation, and (iii) is not due to an intentional act, error, omission, or negligence of such party, and (iv) could not have reasonably been foreseen and prepared for by such party at any time prior to the occurrence of the event. Subject to the foregoing criteria, Force Majeure may include events such as war, civil insurrection, riot, fires, epidemics, pandemics, terrorism, sabotage, explosions, embargo restrictions, quarantine restrictions, transportation accidents, strikes, strong hurricanes or tornadoes, earthquakes, or other acts of God which prevent performance. Force Majeure shall not include technological impossibility, inclement weather, or failure to secure any of the required permits pursuant to the Agreement.
 - b. If the City or Contractor's performance of its contractual obligations is prevented or delayed by an event believed by to be Force Majeure, such party shall immediately, upon learning of the occurrence of the event or of the commencement of any such delay, but in any case within fifteen (15) business days thereof, provide notice: (i) of the occurrence of event of Force Majeure, (ii) of the nature of the event and the cause thereof, (iii) of the anticipated impact on the Agreement, (iv) of the anticipated period of the delay, and (v) of what course of action such party plans to take in order to mitigate the detrimental effects of the event. The timely delivery of the notice of the occurrence of a Force Majeure event is a condition precedent to allowance of any relief pursuant to this section; however, receipt of such notice shall not constitute acceptance that the event claimed to be a Force Majeure event is in fact Force Majeure, and the burden of proof of the occurrence of a Force Majeure event shall be on the requesting party.
 - c. The City may, in its sole and absolute discretion, make amendment or equitable adjustment in the contract terms and conditions and/or pricing to address very limited unforeseen circumstances outside of the successful Bidder's control relating to certain supply chain issues and extreme market volatility. The City may, but shall have no obligation to consider or otherwise approve an adjustment, where pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace satisfying, at a minimum, all of the following criteria: 1) the volatility is due to causes wholly beyond the successful Bidder's control; 2) the volatility affects the entire marketplace or industry, not just the particular successful Bidder's source of supply; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the successful Bidders that continued performance of the Contract would result in an excessive or unreasonable substantial loss or financial hardship to the Bidders, such as, for example, an event implicating insolvency or bankruptcy. Any adjustment would require irrefutable evidence and written approval by the Director of Purchasing Services. For the avoidance of doubt, this section does not in any way alter or affect the allocation of risk between the City and the Bidders pursuant to the Contract, or Bidder's assumption of all risks relating to its performance in accordance with the Contract terms.
 - d. No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations. The suspension of any of the obligations under this Agreement due to a Force Majeure event shall be of no greater scope and no longer duration than is required. The party shall use its reasonable best efforts to continue to perform its obligations hereunder to the extent such obligations are not affected or are only partially affected by the Force Majeure event, and to correct or cure the event or condition excusing performance and otherwise to remedy its inability to perform to the extent its inability to perform is the direct result of the Force Majeure event with all reasonable dispatch.

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- e. Obligations pursuant to the Agreement that arose before the occurrence of a Force Majeure event, causing the suspension of performance, shall not be excused as a result of such occurrence unless such occurrence makes such performance not reasonably possible. The obligation to pay money in a timely manner for obligations and liabilities which matured prior to the occurrence of a Force Majeure event shall not be subject to the Force Majeure provisions.
- f. Notwithstanding any other provision to the contrary herein, in the event of a Force Majeure occurrence, the City may, at the sole discretion of the City Manager, suspend the City's payment obligations under the Agreement, and may take such action without regard to the notice requirements herein. Additionally, in the event that an event of Force Majeure delays a party's performance under the Agreement for a time period greater than thirty (30) days, the City may, at the sole discretion of the City Manager, terminate the Agreement on a given date, by giving written notice to Contractor of such termination. If the Agreement is terminated pursuant to this section, Contractor shall be paid for any Services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In no event will any condition of Force Majeure extend this Agreement beyond its stated term.
17. **INDEMNIFICATION.** The bidder shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the bidder or its employees, agents, servants, partners, principals or subcontractors. The bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The bidder expressly understands and agrees that any insurance protection required by any agreement with the City or otherwise provided by the bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this Agreement.
18. **INSPECTION, ACCEPTANCE & TITLE.** Inspection and acceptance will be at destination, unless otherwise provided. Title to (or risk of loss or damage to) all items shall be the responsibility of the successful Bidders until acceptance by the City unless loss or damage results from the gross negligence or willful misconduct of the City.

If any equipment or supplies supplied to the City are found to be defective, or do not conform to the specifications, the City reserves the right to cancel the order upon written notice to the seller, and return the product, at the Bidder's expense.

19. **INSPECTOR GENERAL AUDIT RIGHTS.**
- a. Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.
- b. The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present, and proposed City programs, accounts, records, contracts, and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Contractor, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the Contract Documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.
- c. Upon ten (10) days written notice to the Contractor, the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Contractor, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.
- d. The Inspector General shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

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- e. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:
- i. If this contract is completely or partially terminated, the Contractor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
 - ii. The Contractor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- f. The provisions in this section shall apply to the Contractor, its officers, agents, employees, subcontractors, and suppliers. The Contractor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Contractor in connection with the performance of this contract.
- g. Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by the Contractor or third parties.
20. **LAWS, PERMITS AND REGULATIONS.** The Bidders shall obtain and pay for all licenses, permits, and inspection fees required to complete the work and shall comply with all applicable laws.
21. **LIABILITY, INSURANCE, LICENSES AND PERMITS.** Where Bidders are required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of the Bid, the Bidders will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all Applicable Laws. The Bidders shall be liable for any damages or loss to the City occasioned by negligence of the Bidders, or his/her officers, employees, contractors, and/or agents, for failure to comply with Applicable Laws.
22. **MANNER OF PERFORMANCE.** Bidders agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations, and codes. Lack of knowledge or ignorance by the Bidders with/of applicable laws will in no way be a cause for relief from responsibility. Bidders agrees that the work and goods provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Bidders agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Bidders further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Bidders to comply with this paragraph shall constitute a material breach of this contract.
23. **MODIFICATION/WITHDRAWALS OF BIDS.** A Bidders may submit a modified bid to replace all or any portion of a previously submitted Bid up until the Bid due date and time. Modifications received after the bid due date and time will not be considered. bid shall be irrevocable until contract award unless withdrawn in writing prior to the bid due date, or after expiration of **180** calendar days from the opening of bid without a contract award. Letters of withdrawal received after the Bid due date and before said expiration date, and letters of withdrawal received after contract award will not be considered.
24. **MULTIPLE AWARD.** The City may award two or more vendors (primary, secondary, tertiary, or higher), as available, by line item, by group or in its entirety, beginning with lowest, responsive, responsible Bidders (primary), followed by the second lowest, responsive, responsible Bidders (secondary), and continuing with other responsive, responsible Bidders in order of next best cost. The City will endeavor to utilize vendors in order of award. However, the City may utilize other vendors in the event that: 1) a contract vendor is not or is unable to be in compliance with any contract or delivery requirement; 2) it is in the best interest of the City to do so regardless of reason.
25. **NON-CONFORMANCE TO CONTRACT CONDITIONS.** Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected, and returned at the Bidder's expense. These items, as well as items not delivered as per delivery date in bid and/or purchase order, may be purchased by the City, at its discretion, on the open market. Any increase in cost may be charged against the Bidders. Any violation of these stipulations may also result in the Bidder's name being removed from the City's vendor list.
26. **NON-DISCRIMINATION.** The Bidders certifies and affirms that it is in compliance with and will be bound by the Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.
27. **NON-EXCLUSIVITY.** To the extent applicable, it is the intent of the City to purchase the goods or services specifically listed in the solicitation. However, the City reserves the right to purchase any goods or services awarded from any other governmental or cooperative contract, or on the open market.
28. **OCCUPATIONAL HEALTH AND SAFETY.** The Bidders warrants to the City that any work, goods, supplies, materials or equipment supplied pursuant to this bid shall conform in all respects to the standards set forth in the Occupational Safety and

ATTACHMENT C

CONSULTANTS RESPONSE – PROPOSAL



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

Detail by FEI/EIN Number

Florida Profit Corporation
CONTENDER BOATS, INC.

Filing Information

Document Number	H25777
FEI/EIN Number	59-2509072
Date Filed	10/16/1984
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	02/20/2003

Principal Address

1820 S.E. 38 AVENUE
HOMESTEAD, FL 33035

Changed: 09/10/1997

Mailing Address

1820 S.E. 38 AVENUE
HOMESTEAD, FL 33035

Changed: 09/10/1997

Registered Agent Name & Address

NEBER, JOSEPH
1820 S.E. 38TH AVE.
HOMESTEAD, FL 33035

Name Changed: 02/06/1991

Address Changed: 08/20/1998

Officer/Director Detail

Name & Address

Title CEO

NEBER, JOSEPH

Title CFO

CORDOVA, MARIA
1820 S.E. 38TH AVE.
HOMESTEAD, FL 33035

Annual Reports

Report Year	Filed Date
2020	02/13/2020
2021	02/01/2021
2022	03/08/2022

Document Images

03/08/2022 -- ANNUAL REPORT	View image in PDF format
02/01/2021 -- ANNUAL REPORT	View image in PDF format
02/13/2020 -- ANNUAL REPORT	View image in PDF format
04/01/2019 -- ANNUAL REPORT	View image in PDF format
03/12/2018 -- ANNUAL REPORT	View image in PDF format
03/20/2017 -- ANNUAL REPORT	View image in PDF format
02/29/2016 -- ANNUAL REPORT	View image in PDF format
04/22/2015 -- ANNUAL REPORT	View image in PDF format
04/18/2014 -- ANNUAL REPORT	View image in PDF format
03/27/2013 -- ANNUAL REPORT	View image in PDF format
04/13/2012 -- ANNUAL REPORT	View image in PDF format
03/14/2011 -- ANNUAL REPORT	View image in PDF format
06/25/2010 -- ANNUAL REPORT	View image in PDF format
04/30/2009 -- ANNUAL REPORT	View image in PDF format
04/30/2008 -- ANNUAL REPORT	View image in PDF format
10/18/2007 -- Off/Dir Resignation	View image in PDF format
03/15/2007 -- ANNUAL REPORT	View image in PDF format
04/13/2006 -- ANNUAL REPORT	View image in PDF format
04/29/2005 -- ANNUAL REPORT	View image in PDF format
04/28/2004 -- ANNUAL REPORT	View image in PDF format
02/20/2003 -- REINSTATEMENT	View image in PDF format
05/15/2001 -- ANNUAL REPORT	View image in PDF format
05/18/2000 -- ANNUAL REPORT	View image in PDF format
08/10/1999 -- ANNUAL REPORT	View image in PDF format
08/20/1998 -- ANNUAL REPORT	View image in PDF format
09/10/1997 -- ANNUAL REPORT	View image in PDF format
04/29/1996 -- ANNUAL REPORT	View image in PDF format
04/26/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

APPENDIX B

MIAMI BEACH

Cost Proposal Form

2022-397-DF
Purchase and Delivery of Specialty
Vehicles

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

APPENDIX B COST PROPOSAL FORM

Failure to submit Appendix B, Cost Proposal Form, in its entirety by the deadline established for the receipt of bids will result in bid submittal being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the proposal price form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Cost Proposal Form (**Appendix B**) shall be completed in its entirety. All corrections on the Cost Proposal Form (**Appendix B**) shall be initiated.

GROUP A: PURCHASE AND DELIVERY OF EQUIPMENT

Item	Description	Estimated Amount*	Percentage Discount
1	KAWASAKI - ATV	\$160,000	_____ %
2	POLARIS - ATV	\$110,000	_____ %
3	KUBOTA - ATV	\$30,000	_____ %
4	YAMAHA - ATV	\$30,000	_____ %
5	SUZUKI - ATV	\$30,000	_____ %
6	HONDA - ATV	\$160,000	_____ %
7	CANAM - ATV	\$30,000	_____ %
8	KAWASAKI - UTV	\$250,000	_____ %
9	POLARIS - UTV	\$55,000	_____ %
10	KUBOTA - UTV	\$30,000	_____ %
11	YAMAHA - UTV	\$30,000	_____ %
12	SUZUKI - UTV	\$30,000	_____ %
13	CANAM - UTV	\$30,000	_____ %
14	HONDA - UTV	\$30,000	_____ %
15	JOHN DEERE - UTV	\$115,000	_____ %
A16	EZ-GO - GOLF CAR	\$40,000	_____ %
A17	POLARIS - GOLF CAR	\$15,000	_____ %
A18	CLUB CAR - GOLF CAR	\$15,000	_____ %
A19	YAMAHA - GOLF CAR	\$10,000	_____ %
A20	YAMAHA - PWC	\$25,000	_____ %
A21	SEA DOO - PWC	\$12,000	_____ %
A22	KAWASAKI - PWC	\$12,000	_____ %

* These are annual estimated amounts. However, the City makes no guarantee of the volume of orders as a result of this ITB and reserves the right the City to increase or decrease these amounts, or place no orders, at its sole discretion.

Item	Description	Estimated Amount*	Percentage Discount
A23	BOSTON WHALER – MOTORBOAT	\$130,000	_____ %
A24	SAFEBOAT – MOTORBOAT	\$400,000	_____ %
A25	CONTENDER – MOTORBOAT	\$500,000	<u>30</u> %
A26	METALSHARK – MOTORBOAT	\$400,000	_____ %
A27	SEAVEE - MOTORBOAT	\$300,000	_____ %
A28	INTREPID - MOTORBOAT	\$300,000	_____ %
A29	SEAHUNTER - MOTORBOAT	\$300,000	_____ %
A30	YELLOWFIN - MOTORBOAT	\$300,000	_____ %
A31	FLUID - MOTORBOAT	\$175,000	_____ %

* These are annual estimated amounts. However, the City makes no guarantee of the volume of orders as a result of this ITB and reserves the right the City to increase or decrease these amounts, or place no orders, at its sole discretion.

Supplier Response Form

BID SUBMITTAL QUESTIONNAIRE

SECTION 1 – BID CERTIFICATION FORM

This document is a **REQUIRED FORM** that must be submitted fully completed and submitted.

Solicitation No: BID NUMBER	Solicitation Title: PROJECT TITLE
---------------------------------------	---

BIDDER'S NAME: Contender Boats INC		
NO. OF YEARS IN BUSINESS: 38	NO. OF YEARS IN BUSINESS LOCALLY: 38	NO. OF EMPLOYEES: 360
OTHER NAME(S) BIDDER HAS OPERATED UNDER IN THE LAST 10 YEARS: N/A		
BIDDER PRIMARY ADDRESS (HEADQUARTERS): 1820 SE 38th Avenue		
CITY: Homestead		
STATE: FL	ZIP CODE: 33035	
TELEPHONE NO.: 3052301600		
TOLL FREE NO.:		
FAX NO.: 3052301700		
BIDDER LOCAL ADDRESS: 1820 SE 38th Avenue		
CITY: Homestead		
STATE: FL	ZIP CODE: 33035	
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT: Mike Collins		
ACCOUNT REP TELEPHONE NO.: 9414008485		
ACCOUNT REP TOLL FREE NO.:		
ACCOUNT REP EMAIL: mcassociates123@gmail		
FEDERAL TAX IDENTIFICATION NO.: 59-2509071		

By virtue of submitting a bid, bidder agrees: a) to complete and unconditional acceptance of the terms and conditions of this document and the solicitation, including all addendums specifications, attachments, exhibits, appendices and any other document referenced in the solicitation c) that the bidder has not divulged, discussed, or compared the proposal with other bidders and has not colluded with any other bidder or party to any other bid; d) that bidder acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; e) if bid is accepted, to execute an appropriate City of Miami Beach document for the purpose of establishing a formal contractual relationship between the bidder and the City of Miami Beach, Florida, for the performance of all requirements to which the bid pertains; and f) that all responses, data and information contained in the bid submittal are true and accurate.

The individual named below affirms that s/he: is a principal of the applicant duly authorized to execute this questionnaire, and that the contents of said document(s) are complete, true, and correct to the best of his/her knowledge and belief.

<p>Name and Title of Bidder's Authorized Representative:</p> <input data-bbox="110 222 578 260" type="text" value="Jessica Ocasio, Sales Administration"/>	<p>Signature of Bidder's Authorized Representative:</p> <input data-bbox="748 222 1218 260" type="text" value="Jessica Ocasio"/>
--	--

SECTION 2 - ACKNOWLEDGEMENT OF ADDENDUM

After issuance of solicitation, the City may release one or more addendum to the solicitation, which may provide additional information to bidders or alter solicitation requirements. The City will strive to reach every bidder having received solicitation through the City's e-procurement system. However, bidders are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the bidder has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addenda may result in proposal disqualification.

Enter Initial to Confirm Receipt		Enter Initial to Confirm Receipt		Enter Initial to Confirm Receipt	
JO	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

SECTION 3 - CONFLICT OF INTEREST

All bidders must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all bidders must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the bidder entity or any of its affiliates.

	FIRST AND LAST NAME	RELATIONSHIP
1		
2		
3		
4		
5		
6		

SECTION 4 - FINANCIAL CAPACITY

At time of request by the City, bidder shall request that Dun & Bradstreet submit its Supplier Qualifier Report directly to the City, with bid or within three (3) days of request. Bidder shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the City. No proposal will be considered without receipt (when requested), by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the bidder. The bidder shall request the SQR report from D&B at:

<https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696>

Bidders are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each bidder review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.

SECTION 5 - REFERENCES AND PAST PERFORMANCE

Project No.	<i>BID NUMBER</i>
Project Title	<i>PROJECT TITLE</i>

Bidder shall submit at least three (3) references for whom the bidder has completed work similar in size and nature as the work referenced in solicitation. Bidder may submit additional references as part of its bids submittal.

Reference No.1

Firm Name:

Contact Individual Name and Title:

Address:

Telephone:

Contact's Email:

Narrative on Scope of Services Provided:

Build & deliver new 30ST

Reference No.2

Firm Name:

Contact Individual Name and Title:

Address:

Telephone:

Contact's Email:

Narrative on Scope of Services Provided:

Build and deliver new 25 Bays, 25T's, 28T's, 35ST, and 39ST.

Reference No.3

Firm Name:

Contact Individual Name and Title:

Address:

Telephone:

Contact's Email:

Narrative on Scope of Services Provided:

SECTION 6 – SUSPENSION, DEBARMENT, OR CONTRACT CANCELLATION

Has bidder ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?

YES NO

If answer to above is "YES," bidder shall submit a statement detailing the reasons that led to action(s):

SECTION 7 - SMALL AND DISADVANTAGED BUSINESS CERTIFICATION

Pursuant to Resolution 2020-31519, the City is tracking the Small and Disadvantaged Businesses, as certified by Miami-Dade County that have been certified as Small or Disadvantaged Business by Miami-Dade County.

Does bidder possess Small or Disadvantaged Business certification by Miami-Dade County?

YES NO

SECTION 8 - LGBT BUSINESS ENTERPRISE CERTIFICATION

Pursuant to Resolution 2020-31342, the City is tracking the utilization of LGBT owned firms that have been certified as an LGBT Business Enterprise by the National Gay and Lesbian Chamber of Commerce (NGLCC).

Does bidder possess LGBT Business Enterprise Certification by the NGLCC?

YES NO

SECTION 9 - BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION FORM

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Contractor certifies, to the best of his or her knowledge, 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 undersigned 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. § 3801 *et seq.*, apply to this certification and disclosure, if any.

By virtue of submitting bid, bidder certifies or affirms its compliance with the Byrd Anti-Lobbying Amendment Certification.

<p>Name and Title of Bidder's Authorized Representative:</p> <p>Jessica Ocasio, Sales Administration</p>	<p>Signature of Bidder's Authorized Representative:</p> <p>Jessica Ocasio</p>
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SECTION 10 - SUSPENSION AND DEBARMENT CERTIFICATION

The Contractor acknowledges that:

- (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, its 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 the City. 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 the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The 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 Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

By virtue of submitting bid, bidder certifies or affirms its compliance with the Suspension and Debarment Certification

<p>Name and Title of Bidder’s Authorized Representative:</p> <p>Jessica Ocasio, Sales Administration</p>	<p>Signature of Bidder’s Authorized Representative:</p> <p>Jessica Ocasio</p>
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SECTION 11 – CONE OF SILENCE

Pursuant to Section 2-486 of the City Code, all procurement solicitations once advertised and until an award recommendation has been forwarded to the City Commission by the City Manager are under the “Cone of Silence.” The Cone of Silence ordinance is available at https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH2AD_ARTVIISTCO_DIV4PR_S2-486COSI

Any communication or inquiry in reference to this solicitation with any City employee or City official is strictly prohibited with the of exception communications with the Procurement Director, or his/her administrative staff responsible for administering the procurement process for this solicitation providing said communication is limited to matters of process or procedure regarding the solicitation. Communications regarding the solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov .

By virtue of submitting bid, bidder certifies that it is in compliance with the Cone of Silence Ordinance, pursuant to Section 2-486 of the City Code.

SECTION 12 – CODE OF BUSINESS ETHICS

Pursuant to City Resolution No.2000-23789, the Bidder shall adopt a Code of Business Ethics prior to executing a contract with the City. The Code of Business Ethics shall be submitted to the Procurement Department with its response or within three (3) days of request by the City. The Code shall, at a minimum, require the Bidder, to comply with all applicable governmental rules and regulations including, among other things, the conflict of interest, lobbying and ethics provision of the City Code. In lieu of submitting Code of Business Ethics, bidder may indicate that it will adopt, as required in the ordinance, the City of Miami Beach Code of Business Ethics, available at <http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>

Bidder will submit firm’s Code of Business Ethics within three (3) days of request by the City?
 YES NO

Bidder adopts the City of Miami Beach Code of Business Ethics?
 YES NO

SECTION 13 – LOBBYIST REGISTRATION & CAMPAIGN CONTRIBUTION REQUIREMENTS

This solicitation is subject to, and all bidders are expected to be or become familiar with, all City lobbyist laws, including lobbyist registration requirements and prohibition on campaign contributions, including:

- Lobbyist Registration Requirements sections 2-397 through 2-485.3 of City Code (https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH2AD_ARTVIISTCO_DIV3LO)
- Campaign Contribution Requirements sections 2-487 and 2-488 of City Code (https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH2AD_ARTVIISTCO_DIV5CAFIRE)

By virtue of submitting bid, bidder certifies or affirms that they have read and understand the above Lobbyist Registration & Campaign Contribution Requirements.

SECTION 14 – NON-DISCRIMINATION

The Non-Discrimination ordinance is available at:

https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH2AD_ARTVIPR_DIV3COPR_S2-375NSCCOREWA

By virtue of submitting bid, bidder agrees it is and shall remain in full compliance with Section 2-375 of the City of Miami Beach City Code.

SECTION 15 – FAIR CHANCE REQUIREMENT

The Fair Chance Ordinance No. 2016-4012 is available at:

https://library.municode.com/fl/miami_beach/codes/code_of_ordinance/nodeId=SPAGEOR_CH62HURE_ARTVFAHOR

By virtue of submitting bid, bidder certifies that it has adopted policies, practices and standards consistent with the City's Fair Chance Ordinance. Bidder agrees to provide the City with supporting documentation evidencing compliance upon request. Bidder further agrees that any breach of the representations made herein shall constitute a material breach of contract, and shall entitle the City to the immediate termination for cause of the agreement, in addition to any damages that may be available at law and in equity.

SECTION 16 – PUBLIC ENTITY CRIMES

Please refer to Section 287.133(2)(a), Florida Statutes, available at:

<https://www.flsenate.gov/Laws/Statutes/2012/287.133>

By virtue of submitting bid, bidder agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

SECTION 17 – VETERAN BUSINESS ENTERPRISES PREFERENCE

Pursuant to City of Miami Beach Ordinance No. 2016-3748,

https://library.municode.com/fl/miami_beach/codes/code_of_ordinance/nodeId=SPAGEOR_CH2AD_ARTVIPR_DIV3COPR_S2-374PRPRPRVECOGOCOSE the City shall give preference to a responsive and responsible bidder which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise, and which is within five percent (5%) of the lowest and best bidder, by providing such bidder an opportunity of providing said goods and contractual services for the lowest responsive bid amount. Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more bidders which are a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise constitute the lowest bid pursuant to an ITB, RFP, RFQ, ITN or oral or written request for quotation, and such bids are responsive and otherwise equal with respect to quality and service, then the award shall be made to the service-disabled veteran business enterprise.

Is the bidder a service-disabled veteran business enterprise certified by the State of Florida?

YES NO

Is the bidder a service-disabled veteran business enterprise certified by the United States Federal Government?

YES NO

SECTION 7 - EQUAL BENEFITS FOR EMPLOYEES WITH SPOUSES AND EMPLOYEES WITH DOMESTIC PARTNERS

When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded contract pursuant to competitive bids, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

Does bidder provide or offer access to any benefits to employees with spouses or to spouses of employees?

YES
 NO

Does bidder provide or offer access to any benefits to employees with (same or opposite sex) domestic partners or to domestic partners of employees?

YES
 NO

Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Bidder Provides for Employees with Spouses	Bidder Provides for Employees with Domestic Partners	Bidder does not Provide Benefit
Health	x	x	
Sick Leave	x	x	
Family Medical Leave	x	x	
Bereavement Leave	x	x	

If Bidders cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a complete Reasonable Measures Application with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at <http://www.miamibeachfl.gov/citymanager/hall/procurement/procurement-related-ordinance-and-procedures/>

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **jessica@contenderboats.com**

Password *

* Required fields

ATTACHMENT D

INSURANCE REQUIREMENTS

MIAMI BEACH

TYPE 2 - GOODS, SERVICES & MAINTENANCE INSURANCE REQUIREMENTS

The vendor shall maintain the below required insurance in effect prior to awarding the contract and for the duration of the contract. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the contract.

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440, and Employer Liability Insurance for bodily injury or disease. Should the vendor be exempt from this Statute, the vendor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt vendor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.
- B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate.
- C. Automobile Liability Insurance covering any automobile, if vendor has no owned automobiles, then coverage for hired and non-owned automobiles, with limit no less than \$1,000,000 combined per accident for bodily injury and property damage.

Additional Insured - City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the vendor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the vendor's insurance.

Notice of Cancellation - Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

Waiver of Subrogation – Vendor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

Verification of Coverage – Vendor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive

the vendor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER MUST READ:

CITY OF MIAMI BEACH
c/o EXIGIS Insurance Compliance Services
P.O. Box 4668 – ECM #35050
New York, NY 10163-4668

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

Special Risks or Circumstances - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.



Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: November 10, 2025
SUBJECT: **Resolution Approving Change Order for the Generator Storage Building Project TAB 17**

Background:

On August 9, 2024, the Village issued Request for Proposals (“RFP”) 24-15 with the objective to enter into an agreement with a contractor who shall furnish all necessary expertise, personnel, tools, materials, equipment, supervision, in a timely and responsive timeframe to complete the Project to construct the Generator Storage Buildings. The Committee members met to discuss the single proposal received and agreed that the sole proposal was responsive to the bid document, and they agreed to recommend to the Village Council that the Village enter into an Agreement with CDWRE Construction LLC. (“CDWRE”)

On October 8, 2024, the Village Council approved Resolution 24-10-118, awarding CDWRE the Generator Storage Building project. The original cost of this project was set at a cost not to exceed of \$1,719,162.00.

Analysis:

During the course of this project, numerous Requests For Information (“RFI”) were submitted, requiring various clarifications, some of which led to necessary adjustments. As a result, Change Orders #1 through # 8 were requested. The change orders cover all items, including increased steel costs due to market changes between the August’s bid date and current pricing; the addition of a front apron at the 103 Key Heights project, and updated wind load requirements, which differ from the original specifications.

Additionally, due to delays in receiving materials and responses to RFIs, the project is expected to extend beyond its original June 30th completion date. Therefore, the change order includes project management costs for the time required to complete the work.

A release will be required from the contractor prior to payment.

Budget Impact:

The additional funding requested for this project is \$258,000.00 which will complete the project. A release will be required from the contractor prior to payment. The original cost of the Project was previously expected to not exceed \$1,719,162.00. With this request, the new not-to-exceed cost will be \$2,015,411.00. Funding for this request will be provided from discretionary sales surtax revenues.

Staff Impact:

There will be no additional staff impact. Staff will continue to coordinate with contractors and engineers on a regular basis to ensure coordination among all parties involved.

Recommendation:

It is recommended that the Village Council adopt the attached resolution, thereby approving the change orders to avoid further delays and the completion of the project.

- Attachments:**
1. Resolution
 2. Release of Claims - CDWRE (final)

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A PAYMENT TO CDWRE FOR THE GENERATOR STORAGE BUILDING PROJECT SUBJECT TO EXECUTION AND DELIVERY A RELEASE FROM CDWRE; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 9, 2024, the Village issued Request for Proposals ("RFP") 24-15 to solicit proposals from qualified contractors to construct the Generator Storage Buildings (the "Project"); and

WHEREAS, one (1) proposal was received in response to RFP 24-15 by the bid submittal deadline and an Evaluation Committee (the "Committee") was established to review the responsive proposal and make a recommendation to the Village Council; and

WHEREAS, the Committee reviewed the one (1) proposal for qualifications and responsiveness to the criteria detailed in RFP 24-15 and recommends approval of CDWRE Construction LLC ("CDWRE") for the Project; and

WHEREAS, on October 8, 2024, the Village Council approved Resolution No. 24-10-118, awarding CDWRE the Generator Storage Building project for an amount not to exceed One Million Seven Hundred Nineteen Thousand One Hundred and Sixty-Two and 00/100 Dollars (\$1,719,162.00) and to complete the Project by the June 30, 2025, grant funding deadline and executed an agreement regarding same ("Agreement"); and

WHEREAS, during the course of the project, certain necessary adjustments to the steel fabrication, concrete work, project management and doors costs and installation were identified; and

WHEREAS, CDWRE has demanded an additional \$258,000.00 to continue the work

under the Agreement; and

WHEREAS, the Village denies entitlement to virtually all of that additional money, however, it also recognizes the need to avoid delays and the additional expense that would be required should the Village pursue legal remedies against CDWRE while also hiring a new contractor to complete the remaining work under the Agreement; and

WHEREAS, Village staff has negotiated this additional demand down to Two Hundred Fifty-Eight and 00/100 Dollars (\$258,000) should CDWRE execute a release of any and all claims to date, and subject to Village Council approval; and

WHEREAS, the Village Council recognizes these issues and deems it prudent to authorize payment of these additional funds in exchange for an executed release from CDWRE; and

WHEREAS, the Village Council finds that this decision 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 Payment in Exchange for Release. The Village Council hereby approves the payment of Two Hundred Fifty-Eight and 00/100 Dollars (\$258,000) to CDWRE. Prior to payment of these funds, CDWRE shall execute and deliver a release to the Village of any and all claims to date.

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 and to present budget amendments to the Village Council as necessary and appropriate.

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

Motion to adopt by _____, second by _____.

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

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

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

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

RELEASE OF CLAIMS

For and in consideration of the payment of **\$258,000.00** (the “Change Order Settlement Payment”), CDWRE CONSTRUCTION LLC (the “Contractor”) completely and fully releases, acquits, satisfies, remises, and forever discharges ISLAMORADA, VILLAGE OF ISLANDS (“Village”), and its respective staff, elected and appointed officials, councilpersons, employees, agents, attorneys, assigns, and representatives, from any liability, obligation, or responsibility, including but not limited to all claims alleged, and also all other demands, actions, causes of action, controversies, declaratory judgment actions, cross claims, counterclaims, debts, damages, common law claims, statutory claims, costs, expenses, attorneys’ fees, compensation, obligations, and liabilities of any and every nature whatsoever at law or in equity, whether known or unknown, suspected or unsuspected, matured or unmatured, liquidated or unliquidated, and whether or not contingent (all of the foregoing are collectively referred to as “Claims”) which Contractor (and its respective equity holders, officers, directors, employees, affiliates, partners, successors and predecessors in interest, heirs, assigns, stockholders, agents, attorneys, representatives and insurers of the foregoing) ever had, now has, or may have against the Village arising out of or relating to the GENERATOR STORAGE BUILDING PROJECT set forth more fully in the agreement between the parties dated November 4, 2024.

The Change Order Settlement Payment represents a complete and total satisfaction of Village’s obligations to Contractor relating to the Project through the date of this Release of Claim, including all potential change orders, including but not limited to Contractor’s alleged Change Orders #1- #8. Contractor affirms that there are no additional pending change orders or claims for monies owed which are not included in this release. Nothing herein shall be construed as a release of any contractually legitimate future change orders that may arise in the completion of the Project for work performed after the date of this Release of Claim. Further, nothing herein shall be construed as an approval or guarantee that any potential future change orders will be approved by the Village.

Dated on this ___ day of _____, 2025.

CDWRE CONSTRUCTION, LLC

By: _____
(Signature of Contractor)

Print Name: _____

Print Title: _____

STATE OF _____)
ss.:
COUNTY OF _____)

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization, this ___ day of _____, 2025, by _____, who (check one) [] is/are personally known to me or [] has/have produced _____ as identification.

My Commission Expires:

Notary Public

Print Name: _____



Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: November 10, 2025
SUBJECT: **Resolution Approving Work Authorization No.1 Between Wade Trim, Inc. and the Village for FY 2025-2026 Services TAB 18**

Background:

On April 9, 2025, the Village published a Request for Qualifications for Professional General Engineering, Architectural, Environmental and Surveying Services (RFQ 25-01). At its regular meeting on July 22, 2025, the Village Council adopted Resolution No. 25-07-57, thereby approving the final ranking and recommendations of the RFQ 25-01 review committee. Wade Trim, Inc. ("Wade Trim"), was approved for civil engineering services through this process, and a Continuing Services Agreement ("CSA") was entered into between Wade Trim and the Village effective August 8, 2025 for a five (5) year period (through August 8, 2030).

Analysis:

The attached Resolution provides for approval of Work Authorization No. 1 (Exhibit "A" to the Resolution) under the 2025 CSA with Wade Trim to provide general engineering 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 \$570,000.00.

Work Authorization No. 1 provides for engineering services in six (6) task areas:

- Task 1 – DEP Permitting, Building Department and Planning Department Reviews
- Task 2 – Wastewater Operations
- Task 3 – General Engineering Services
- Task 4 – Design, Permitting, Bidding Assistance and Construction Engineering Services
- Task 5 – Islamorada Conveyance Force Main Line Break Transient Analysis
- Task 6 – Raising of Heritage Trails (MM73.6-74)
- Task 7 – FDEP Consent Order Resolution
- Task 8 – NPK Booster Pump Station Coordination and Owners Representative Services
- Task 9 – KLWTD Headworks Improvements Review and Coordination

Each of these areas is described in detail in the Scope of Services attached as Exhibit "1" to Work Authorization No. 1.

Budget Impact:

The proposed Work Authorization No. 1 for Wade Trim is for a not-to-exceed fee of \$907,645.00 This fee for tasks 1 – 5, & 7 -9 would be paid from the Village's Wastewater Enterprise Utility Fund and expensed to the Professional Services account. The FY 2025-2026 adopted budget for Professional Services in the Wastewater Fund includes

\$2,268,000.00 The fee for task 6 would be paid from the Village's Public Works Professional Services Account. The FY 2025-2026 adopted budget for Professional Services in the Public Works Fund includes \$50,000.00

Payments to Wade Trim for wastewater-related engineering services have historically been eligible for 65% 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 Wade Trim.

Recommendation:

It is recommended that the Village Council adopt the attached resolution, thereby approving and authorizing Work Authorization No. 1 with Wade Trim.

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

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 1 BETWEEN WADE TRIM, INC. AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE GENERAL ENGINEERING SERVICES AND WASTEWATER UTILITY-RELATED ENGINEERING SERVICES; 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 WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on April 9, 2025, Islamorada, Village of Islands, (the "Village") published Request for Qualifications for Professional General Engineering, Architectural, Environmental and Surveying Services (RFQ 25-01); and

WHEREAS, on July 22, 2025, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 25-07-57, thereby approving the final rankings and recommendations of the RFQ 25-01 Selection Committee, whereby Wade Trim, Inc. ("Wade Trim") was selected for civil engineering services; and

WHEREAS, the Village entered into a Continuing Services Agreement (the "Agreement") with Wade Trim for civil engineering services effective August 8, 2025 for a five (5) year period; and

WHEREAS, pursuant to the Agreement, the Village and Wade Trim desire to enter into Work Authorization No. 1 under the Agreement to provide general engineering and wastewater utility-related services as set forth in Exhibit "A" hereto; and

WHEREAS, the Village Council finds that approval of the Work Authorization No.

1 with Wade Trim 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. 1 between Wade Trim and the Village for provision of General Engineering Services and Wastewater Utility-related engineering services including FDEP Permitting and Connection Assistance, Building and Planning Department Reviews, Wastewater Operations, Construction Engineering Services and General Engineering Services for FY 2025-2026, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

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

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. Execution of Work Authorization. The Village Manager is authorized to execute the Work Authorization on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Work Authorization and to execute any extensions and/or amendments to the Work Authorization, 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 _____
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

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

And

WADE TRIM, INC.

for

Work Authorization No. 1

**GENERAL ENGINEERING SERVICES TO ASSIST IN THE OPERATON OF THE
VILLAGE WASTEWATER UTILITY**

**PROJECT AGREEMENT
Between**

THE ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

And

WADE TRIM, INC.

For

Work Authorization No. 1

General Engineering Services to Provide Owner’s Representative Services; Design, Permitting and Construction Phase Services; Permitting and Connection Assistance Services; and Operations Services to Assist in the Operation of the Village Wastewater Utility.

Pursuant to the provisions contained in the “Continuing Services Agreement” between ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA (the “VILLAGE”) and WADE TRIM, INC., (“CONSULTANT”) dated September 2025, this Project Agreement 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 engineering services to the VILLAGE for the Project as described in the “Project Description” attached as Exhibit “1.”

1.2 The “Scope of Services and Project Schedule” and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit “2.”

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, 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 and Project Schedule, the CONSULTANT shall provide to the VILLAGE the Deliverables as discussed in the “Scope of Services and Project Schedule” shown in Exhibit “2”.

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This Project Agreement shall commence as of October 1, 2025 and shall continue in full force and effect through September 30, 2026, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed sixty (60) days. No further extensions of this Agreement shall be effective unless authorized by the VILLAGE Council.

3.2 **Contract Time.** CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth in the “Project Schedule,” a copy of which is attached and incorporated into this Agreement as Exhibit “2”. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.3 Services will be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Notwithstanding anything to the contrary contained herein, CONSULTANT shall not be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Compensation.** VILLAGE agrees to pay CONSULTANT as compensation for performance of services described in Exhibit “2” as hourly not to exceed or as lump sum as indicated in Exhibit “3”. Task 1-4 shall be billed at CONSULTANT'S hourly rates, up to a maximum amount not to exceed of \$226,570.00 and Task 5-6 shall be billed based on percentage complete to total amount of \$657,645.00, for the 2025-2026 fiscal year, as shown in Exhibit “3”.

4.2 **Reimbursable and Travel Expenses.** Reimbursable and travel expenses shall be pursuant to Sections 1.2 and 1.5 of the Continuing Services Agreement.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 **Invoicing.** CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the hours charged or estimated percent of work accomplished in accordance with the Payment Schedule set forth in Exhibit “3”, to this Project Agreement for Fiscal Year 2025-2026. Invoices for each phase shall not exceed amounts allocated to each phase of the Project plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the VILLAGE. The VILLAGE shall pay CONSULTANT within thirty (30)

calendar days of approval by the Village Manager of any invoices submitted by CONSULTANT to the VILLAGE.

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 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 additional backup documentation 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 shall pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **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.

5.4 **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 consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents requested by the VILLAGE evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the VILLAGE by the CONSULTANT, except that acceptance of such payment shall not constitute any bar, admission, or estoppel, or have any effect as those payments that VILLAGE or CONSULTANT disputes, provided however, that any such dispute must be detailed in writing prior to submission of CONSULTANT'S invoice for final payment and reimbursement.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This Project Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. 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 of this Project Agreement and the provision of Section 6.2 shall apply.

6.2 **For Convenience.** This Project Agreement may be terminated by the VILLAGE for convenience upon fourteen (14) calendar days' written notice to the CONSULTANT. In the event of 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 for reimbursable expenses incurred prior to the date of termination. The CONSULTANT shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of Paragraph 5.1 of this Project Agreement. Under no circumstances shall the VILLAGE make any payment to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this Project Agreement, a copy of all of the Consultant's work product 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, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Further, upon the VILLAGE'S request, the CONSULTANT shall assign its rights, title and interest under any subcontractor's agreements to the VILLAGE. CONSULTANT is not responsible and is hereby released from responsibility for the VILLAGE's use of the documents for any purpose other than for this Project and for the use of any incomplete documents at the time of termination.

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 thirty (30) 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 for herein through no fault of the CONSULTANT, the VILLAGE shall pay to the CONSULTANT its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for any such suspension.

SECTION 7. MISCELLANEOUS

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

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this 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 CONSULTANT 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'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.

7.2 **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 Project 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.

7.3 **Scrutinized Companies.**

- a. CONSULTANT certifies that it and its subcontractors 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 subcontractors are found to have submitted a false certification; or if the CONSULTANT, or its subcontractors 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. CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- c. 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 8. INCORPORATION OF TERMS AND CONDITIONS OF CONTINUING SERVICE AGREEMENT

8.1 This Project Agreement incorporates the terms and conditions set forth in the Continuing Services Agreement dated September 2025 between the parties as though fully set

forth herein. In the event that any terms or conditions of this Project Agreement conflict with the Continuing Services Agreement, the provisions of this specific Project Agreement shall prevail and apply.

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ATTEST:

ISLAMORADA, VILLAGE OF ISLANDS

Marne McGrath, Village Clerk

By: _____
Ron Saunders, Village Manager

Date: _____

Approved as to form and legality
for the use and benefit of
Islamorada, Village of Islands only:

Village Attorney

ATTEST:

WADE TRIM, INC.

Secretary

By: _____
Dennis Prevo, P.E.
Executive Vice President

Please type name of Secretary

Date: _____

(CORPORATE SEAL)

WITNESSES:

Print Name: _____

Print Name: _____

EXHIBIT "1"

Project Description

Pursuant to Chapter 380, Florida Statutes, State of Florida, identified the Florida Keys as an area of critical concern to land and water management. The associated Administration Commission Rule requires installing an advanced sanitary sewer system to meet advanced wastewater treatment standards for the community by December 2015. In response to the State of Florida's mandate, the VILLAGE issued Request for Proposals (RFP) No. 11-06-29 and selected a Design-Build-Operate (DBO) Firm Reynolds Water Islamorada to perform the design, build and operate of the wastewater system. The CONSULTANT has since functioned as the Owner's Representative and Construction Manager and acted as the VILLAGE'S agent with regard to all aspects of this scope of services. Delivery of the work associated with the design-build portion of the wastewater system has been completed by the DBO Firm.

The CONSULTANT continues to provide engineering support for the VILLAGE's Wastewater Utility. The CONSULTANT will report directly to the VILLAGE'S Public Works Director and/or VILLAGE Manager, and such other persons as directed by the VILLAGE Manager. The CONSULTANT'S duties to assist the VILLAGE with the operations of the wastewater utility are broken down into the following tasks:

- Task 1 – DEP Permitting, Building Department and Planning Department Reviews
- Task 2 – Wastewater Operations
- Task 3 – General Engineering Services
- Task 4 – Design, Permitting, Bidding Assistance and Construction Engineering Services
- Task 5 – Islamorada Conveyance Force Main Line Break Transient Analysis
- Task 6 – Raising of Heritage Trail (MM73.6 – 74)
- Task 7 – FDEP Consent Order Resolution
- Task 8 – NPK Booster Pump Station Coordination and Owners Representative Services
- Task 9 – KLWTD Headworks Improvements Review and Coordination

EXHIBIT "2"

Scope of Services and Project Schedule

Task 1 – DEP Permitting, Building Department and Planning Department Reviews

The CONSULTANT will assist the VILLAGE with the review, processing, and approval of Florida Department of Environmental Protection (FDEP) construction and place into operation permit applications, site plan approvals, and engineering plan reviews received for new development and re-development projects connecting with the VILLAGE's wastewater collection system and submitted to the VILLAGE Planning Department, the VILLAGE Building Department, and the VILLAGE Wastewater Department. Wade Trim's reviews will consist of:

- a) Review of preliminary plan submittals, review of preliminary design reports, and review of DEP wastewater permit applications for completeness and technical accuracy in accordance with the VILLAGE's Utility Policy & the Key Largo Wastewater Treatment District (KLWTD) Interlocal Agreement,
- b) Confirming that the proposed project complies with the VILLAGE's Minimum Design and Construction Standards and Specifications for Wastewater,
- c) Coordinating reviews and approvals with the DEP, the Project Engineer-of-Record, and other applicable regulatory agencies,
- d) Complete hydraulic analyses of the Village's low pressure collection system, as needed, to confirm that the system capacity is sufficient for any increase in equivalent dwelling units (EDUs) for a proposed development or redevelopment project,
- e) Determine the additional amount of vacuum sewer capacity, as needed, in the Village's wastewater collection system and the potential impact on the Village's wastewater vacuum pump stations to accommodate any increase in EDUs for a proposed development or redevelopment project,
- f) Corresponding with the project Engineer-of-Record, and
- g) Attending pre-application meetings with the Project Owner, the Project Engineer-of-Record, and Village staff as needed.

- Deliverables:
- Permit review and correspondence as required for each project submittal and resubmittal with the VILLAGE, the DEP, the Engineer-of-Record, and other public agencies involved with the Project.
 - Consult with and advise the VILLAGE on engineering aspects of the Project as it pertains to the wastewater collection system, the wastewater transmission system and treatment facilities which the VILLAGE utilizes for providing wastewater services to its customers.
 - Capacity analysis reports for the VILLAGE's low pressure collection system and/or vacuum sewer collection system.
 - Attend pre-application meetings with the VILLAGE and representatives of the proposed development or re-development as required for obtaining necessary permits and approvals.

Schedule: Ongoing throughout the Project.

Task 2 – Wastewater Operations

The CONSULTANT will assist the VILLAGE with various elements of the Wastewater Utility's Operations Services as required or requested that include:

- a) Participate and attend regularly scheduled Operations meetings with the VILLAGE Wastewater Department, Public Works Department, Planning Department, Building Department and Finance Department staff,
- b) Provide engineering review and approval of submittals received for identified capital improvement projects on the VILLAGE's wastewater collection system,
- c) Assist with the preparation of a Collection/Transmission System Power Outage Contingency Plan as required under FDEP Rule 62-60.705(1), F.A.C.,
- d) Assist with the preparation of a Collection System Action Plan as required under FDEP Rule 62-60.705(2), F.A.C., and
- e) Assist with any miscellaneous engineering requests received from the VILLAGE Public Works Director.

Deliverables:

- Attend regularly scheduled Operations meetings.
- Perform engineering review and approvals for identified capital improvements projects on the VILLAGE's wastewater system.
- DEP Collection/Transmission System Power Outage Plan.
- DEP Collection System Action Plan.

Schedule: Ongoing throughout the Project.

Task 3 – General Engineering Services

The CONSULTANT will provide the VILLAGE with as-needed engineering assistance pertaining to the following services:

- Review, evaluate, and calculate EDUs for new developments and re-developments, as requested by the VILLAGE, to ascertain the accuracy of estimated flows and the corresponding assessments levied by the VILLAGE against properties requesting wastewater services from the VILLAGE,
- Review engineering reports submitted for the purpose of establishing flows for new development or redevelopment projects,
- Assist with the preparation of any new updated flow projections as required for components for the Interlocal Agreement with KLWTD,
- Correspond and attend meetings with the VILLAGE as required for assisting with the final determination of EDUs for proposed development and redevelopment projects, and
- Providing as-need assistance at the direction of the VILLAGE Manager or the Utilities Manager.

Schedule: Ongoing throughout Project.

Task 4 – Design, Bidding, Permitting and Construction Engineering Services

The CONSULTANT will assist the VILLAGE with the design, bidding, permitting and construction engineering services required for wastewater operations as directed. Specific tasks associated with the current directed projects, Lorelei and Islamorada Fishing Club Wastewater Improvements Project and 82660 Overseas Highway Service Connection Project, are described in Subtasks 4.1 and 4.2 below. Any additional projects directed will require a specific scope and fee submitted to the VILLAGE for review, approval, and issuance of a notice to proceed.

4.1 – Lorelei & The Islamorada Fishing Club Redevelopment Project

Currently the Lorelei and Islamorada Fishing Club properties receive wastewater service from the VILLAGE’s vacuum sewer collection system in Upper Matecumbe Key. Both properties are currently undergoing redevelopment that will increase their respective wastewater flows, whereby the maximum allowable design capacity for each property connection on the VILLAGE’s vacuum sewer system will be exceeded. The existing wastewater service connections with the vacuum sewer system for both the Lorelei and the Islamorada Fishing Club properties will be replaced by connecting each property with a new low pressure force main that will be constructed in the right-of-way along Madeira Road. Construction of this new low pressure force main will provide the needed wastewater capacity for each redevelopment project.

The CONSULTANT has completed the project design, permitting, and bidding phases of this project. Construction engineering services will be provided for this wastewater improvement project as described in the subsection below.

Construction Engineering Services

The CONSULTANT will provide the VILLAGE with the following construction engineering services for the Lorelei and Islamorada Fishing Club project:

- a) Conduct periodic field visits to the project site(s) for the purpose of confirming the Contractor's progress on the Project and resolving any potential conflicts that may arise during project construction.
- b) Review and approval of shop drawings submitted by the Contractor for conformance with the project design concept and compliance with the requirements of the contract documents.
- c) Review the Contractor's requests for information (RFI) or clarification of the construction contract documents.
- d) Provide coordination with the Contractor and the VILLAGE Building Department as required for final testing of the constructed infrastructure.
- e) Review monthly pay requests received from the Contractor based on information provided by the VILLAGE, monthly progress meetings, and observations during site visits.
- f) Assist the VILLAGE with start-up as required for the Project.
- g) Conduct substantial and final completion inspections as required for the VILLAGE for project closeout.

Deliverables:

- Shop drawing submittal reviews and approvals.
- Correspondence with the Contractor as required.
- Review of RFIs received from the Contractor.
- Review of Contractor's monthly pay requests.
- Inspection, startup and testing reports.
- Substantial and final completion inspections.

Schedule: - Ongoing throughout each identified project.

4.2 – 86600 Overseas Highway Service Connection

Parcel Number (00092120-000000) located at 86600 Overseas Highway is currently not provided a service connection and will require service for any development. Parcel number (00091880-000700), commonly known as the Rain Barrel property, receives wastewater service from the VILLAGE’s vacuum sewer collection system in South Plantation Key. The Rain Barrel has expressed interest in redevelopment that will increase their respective wastewater flows, whereby the maximum allowable design capacity for the property connection on the VILLAGE’s vacuum sewer system will be exceeded. Both properties will be provided with a wastewater service connection with a new low pressure force main that will be constructed in the right-of-way along US1 Overseas Highway. Construction of this new low pressure force main will provide the needed wastewater capacity for the parcel located at 86600 Overseas Highway and any Rain Barrel redevelopment project.

The CONSULTANT will provide project design, permitting, bidding, and construction engineering services will be provided for this wastewater improvement project as described in the subsection below.

4.2.1 Engineering Design

- a) Prepare design submittals at the 60% and 90% completion stages of the Project for the VILLAGE’S review and comment. Based on review comments received from the VILLAGE and permitting agencies, revise the 60% and 90% drawing submittals accordingly.
- e) Coordinate with the VILLAGE the preparation of Standard EJCDC Contract Forms, Bidding Documents, and Contract General and Supplemental Conditions required for the Project.
- f) Prepare technical specifications for the Project consisting of written technical descriptions of standards and workmanship required for materials, equipment and construction.

- g) Prepare the 100% drawing and specifications submittal package for the VILLAGE's final review and comment.
- h) Prepare opinions of probable construction cost at the 60%, 90%, and 100% completion stages of design for the proposed improvements on this Project for the VILLAGE'S review and comment.

4.1.2 Permitting and Bidding Assistance

- a) Prepare and submit a DEP Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System. All permit fees will be paid by the VILLAGE.
- b) Prepare and submit a FDOT Utility Permit Application as required for the Project. All permit fees will be paid by the VILLAGE.
- c) Assist with the preparation and submittal of any Requests for Additional Information (RAI) received from DEP on the submitted permit application.
- d) Assist the VILLAGE with bidding the project that includes coordination of the bid documents and advertisement for bidding; attending the pre-bid meeting; preparation and distribution of the pre-bid meeting minutes; responding to clarifications and questions received from bidders; and preparation and submittal of addenda information as required for bidding the Project.
- e) Assist the VILLAGE with review and evaluation of bids received for the project and provide a written recommendation of Contract award to the lowest responsive bidder.

4.1.3 Construction Engineering Services

- h) Attend construction kickoff and progress meetings with VILLAGE staff and the selected Contractor for the purpose of reviewing project requirements, project construction schedule, submittals, construction progress, testing, and any issues of concern.
- i) Prepare and submit three (3) sets of signed and sealed conformed project drawings and specifications to the VILLAGE.
- j) Conduct periodic field visits to the project site(s) for the purpose of confirming the Contractor's progress on the Project and resolving any potential conflicts that may arise during project construction.
- k) Review and approval of shop drawings submitted by the Contractor for conformance with the project design concept and compliance with the requirements of the contract documents.
- l) Review and respond to the Contractor's requests for information (RFI) or clarification of the construction contract documents.
- m) Provide coordination with the Contractor and the VILLAGE Building Department as required for final testing of the constructed infrastructure.
- n) Review monthly pay requests received from the Contractor based on information provided by the VILLAGE, monthly progress meetings, and observations during site visits.
- o) Assist the VILLAGE with start-up, testing, commissioning, and turnover as required for the Project.
- p) Conduct substantial and final completion inspections as required for the VILLAGE for project closeout.

Deliverables:

- 60% Design Submittal – one set of 60% complete 11”x17” drawings and project specifications, and a 60% complete estimate of probable construction cost. All submittals will be in electronic Adobe pdf files.
- 90% Design Submittal – one set of 90% complete 11”x17” drawings and project specifications, and a 90% complete estimate of probable construction cost. All submittals will be in electronic Adobe pdf files.
- 100% Design Submittal – one 100% complete set of signed and sealed 11”x17” drawings and specifications, and a 100% complete estimate of probable construction cost. All submittals will be in electronic Adobe pdf files.
- A signed/sealed DEP Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System with one set of signed/sealed electronic drawings (100%).
- A signed/sealed FDOT Permit Application with one set of signed/sealed electronic drawings (100%).
- Conformed Document Submittal – Conformed set of signed and sealed drawings (11”x17”) and specifications (3 hardcopies and 1 electronic Adobe pdf file).
- Attendance at project kickoff and monthly progress meetings.
- Shop drawing submittal reviews and approvals.
- Correspondence with the Contractor as required.
- Review of RFIs received from the Contractor.
- Review of Contractor’s monthly pay requests.
- Inspection, startup, testing, and commissioning reports.
- Substantial and final completion inspections.

Schedule:

- Ongoing throughout each identified project.

Task 5 – Islamorada Conveyance Force Main Line Break Transient Analysis

The CONSULTANT will assist the VILLAGE in evaluating the causes of the line breaks that have occurred on the 18-inch conveyance force main (CFM). The specifics of this task are detailed in Exhibit “4”.

Task 6 – Raising of Heritage Trail (MM73.6 – 74)

The CONSULTANT will assist the VILLAGE with the design, bidding, permitting and construction engineering services as required for the raising of the heritage trail between MM 73.6-74 (Palm Dr. to White Marlin Blvd.). The specifics of this task are detailed in Exhibit “5”.

Task 7 – Islamorada Conveyance Force Main Line Break Transient Analysis

The CONSULTANT will assist the VILLAGE in resolution of the Consent Order received October 15th, 2025 from FDEP. Resolution will include responding to FDEP, compliance plan and implementation schedule, Emergency Response Plan, status and progress reports every 6 months, meetings with FDEP and KLWTD. Consent Order included as Exhibit “6”

Task 8 – NPK Booster Pump Station Coordination and Owners Representative Services

The CONSULTANT will assist the VILLAGE in coordination of the final NPK Booster Pump Station between the VILLAGE, CHA (Design Engineer), and KLWTD. CONSULTANT will act as Owners Representative during design completion, bidding, and construction.

Task 9 – KLWTD Headworks Improvements Review and Coordination

The CONSULTANT will assist the VILLAGE in reviewing the proposed headworks improvements at the KLWTD treatment plant for concurrence with the current Interlocal

Agreement (ILA). Staff will review to ensure the design and cost are consistent with current industry standards and construction rates. Any services associated with review or renegotiation of the existing ILA will be completed under this task.

Compensation Summary

The estimated budget associated with each task effort is summarized in the table below.

Task No. & Description	Compensation Method	Estimated Task Budget for FY25
Task 1 – Permitting, Building & Planning Department Reviews	T&E NTE	\$30,002.50
Task 2 – Wastewater Operations	T&E NTE	\$51,547.50
Task 3 – General Engineering Services	T&E NTE	\$37,607.50
Task 4 – Bidding Assistance & Construction Engineering Services	T&E NTE	\$107,412.50
Task 5 – Islamorada Conveyance Force Main Line Break Transient Analysis	LUMP SUM	\$369,935.00
Task 6 – Raising of Heritage Trail (MM73.6-74)	LUMP SUM	\$61,140.00
Task 7 – FDEP Consent Order Resolution	T&E NTE	\$100,000
Task 8 – NPK Booster Pump Station Coordination and Owners Representative Services	T&E NTE	\$75,000
Task 9 – KLWTD Headworks Improvements Review and Coordination	T&E NTE	\$75,000
Time & Expense Not To Exceed Subtotal		\$476,570.00
Lump Sum Subtotal		\$431,075.00
Total Estimated FY25 Contract Services Budget		\$907,645.00

EXHIBIT “3”

2025-2026 Fiscal Year Expenditure

Payment Schedule

The CONSULTANT will submit invoices to the VILLAGE on a monthly basis for actual services rendered and costs incurred for the performance of its services under this Project Agreement. Fees shall be based upon the percentage of work completed or CONSULTANT’S hourly rates as specified in the Continuing Services Agreement and the actual cost of reimbursable expenses.

Invoices shall be broken down by the above tasks and time and expense tasks shall be based on the Billing Rate Schedule consistent with the current Continuing Services Agreement.



Wade Trim, Inc.
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September 9, 2025

Islamorada, Village of Islands
86800 Overseas Hwy
Islamorada, FI 33036

Attention: Mr. Andrew Engelmeyer
Public Works Director

Re: Raising of Heritage Trail LMK (MM 73.6-74) Bike Path Design
Scope of Services

Dear Mr. Engelmeyer:

Wade Trim is pleased to submit this letter proposal for survey, design, permitting, and construction administration services for the Raising of Heritage Trail Lower Matecumbe Key (LMK) (MM 73.6-74) Bike Path. Our proposal confirms our scope of work, proposed schedule, and budget effort estimate. Our submittal format outlines the surveying, design, permitting, and limited construction services.

PROJECT UNDERSTANDING/SUMMARY

The project consists of elevating the existing approximately 2,550' of Heritage Trail between MM 73.6 – 74 (Palm Dr. and White Marlin Blvd.) by approximately 1' to mitigate flooding of the trail during high tidal events. Ancillary to the raising of the Heritage Trail is the harmonization on the north and south side of the trail to existing grade and at the project limits at Palm Drive and White Marlin Blvd. as shown in Figure 1 below.

Wade Trim will subcontract with a surveyor to provide a topographical survey for the Village ROW North of FDOT US1 ROW from Palm Dr. to White Marlin Blvd. Design drawings and technical specifications sufficient for permitting and construction will be completed. Wade Trim will assist with the bidding process by responding to any questions and providing any clarifications required for addendums. Upon selection of a Contractor Wade Trim will provide construction engineering services and permit closeout.

PROJECT SCOPE OF WORK

Wade Trim will provide survey, design, permitting, and construction engineering services to Islamorada, Village of Islands (herein referred to as the "Village") as outlined in the task descriptions that follow. Services were developed based on discussions with Village staff. David C Mullen, P.E. will be the primary contact for the Village and responsible for coordinating the resources and needs for the Raising of Heritage Trail LMK (MM 73.6-74) Bike Path. Work will begin upon receipt of a written notice to proceed from Islamorada, Village of Islands.

Five tasks are proposed for this Scope of Work :

- Task 1 – Preliminary Engineering Phase Services
- Task 2 – Design Phase Services
- Task 3 – Bidding Phase Services

- Task 4 – Construction Phase Services
- Task 5 – Close-out Services

Specific services and deliverables included with each task are described in the sections that follow.

1.0 PRELIMINARY ENGINEERING PHASE SERVICES

1.1 Scope Clarification and Kick-Off Meeting

- A. Wade Trim will meet with the Village to clarify and define the project requirements and review available data. Wade Trim will advise the Village if additional project information is needed from others including reports and data relative to previous designs or investigation at/or adjacent to the site. Wade Trim will assist the Village in obtaining such data and services.

Deliverables: *Kick-off Meeting Minutes*

1.2 Pre-Design Analysis and Meetings

- A. Wade Trim will identify, consult with, and analyze the requirements of other agency and/or governmental authorities that have jurisdiction to review or approve the project.
- B. Based on results of agency meeting and data gathering efforts, Wade Trim will analyze any impacts on the Village's needs or project scope.

Deliverables: *Meeting Minutes with Agencies and Village documenting efforts and decisions.*

1.3 Utilities and Topographical Survey

- A. Horizontal and vertical controls for the topographic survey will be established; survey limits include from about 50 feet beyond the project limits at either end and about 50 feet beyond intersecting streets.
- B. The horizontal and vertical location of all topographic features will be determined such as centerline of road, edge of road, curb and gutter, shoulder, ditches, power poles, mailboxes, driveways, and other features encountered during the survey.
- C. Addresses, lot lines, and other pertinent property information will be identified based on current tax maps.
- D. Pertinent underground utility information will be obtained throughout the project limits including all surface features, valves, paint markings, etc.

Deliverables: *Digital File and Plan Survey Plot in AutoCAD Civil 3D most recent version at the time of survey.*

2.0 DESIGN PHASE SERVICES

2.1 60% Design Submittal

- A. A 60% design submittal will be developed and submitted to the Village for review and comment. This submittal will include:
 1. Preliminary paving and grading sheets as necessary to convey the intent of the design to the Village and FDOT.
 2. Preliminary contract documents and special provisions that may be required based on the selected contracting method.
 3. Preliminary typical cross-sections of the improvements.
 4. Preliminary plan sheets of any utility adjustments.
 5. An Engineer's Opinion of Probable Construction Cost based on a 60% complete set of plans.

- B. Wade Trim will perform an in-house quality assurance and quality control review of the 60% design submittal and make necessary updates prior to submittal for Village review. A review meeting with Village will be facilitated and meeting minutes provided within 7 days of the meeting date.

Deliverables: 60% Plans and 60% Engineer's Opinion of Probable Construction Cost in Electronic PDF

- C. A review of the 60% design submittal will be facilitated to collect feedback from the Village and other stakeholders including FDOT. Based on comments received, the Village will identify any issues to address. At this stage of the project, it is anticipated that no further changes to design concept or parameters will be made. The remainder of the design effort will focus on further detailing the design concept. Significant changes in design parameters or concepts may lead to additional effort and cost.

Deliverables: Technical Memo or Meeting Summary of Review Comments and Plan Updates

2.2 90% Design Submittal

- A. A 90% design submittal will be developed and submitted to Village for review and comment. A final in-house quality assurance and quality control review of the 90% plans will be performed and revisions will be incorporated into the plans as necessary. This submittal will include:

1. Input gathered from preliminary comments.
2. 90% complete paving and grading sheets.
3. 90% complete contract documents and special provisions.
4. 90% complete typical cross-sections of the improvements.
5. 90% complete plan sheets of any utility adjustments.
6. Preliminary maintenance of traffic plans and special provisions.
7. A revised Engineer's Opinion of Probable Construction Cost based on a 90% complete set of plans.

Deliverables: 90% Contract Documents and 90% Engineer's Opinion of Probable Construction Cost in Electronic PDF

- B. A review of the 90% design submittal will be facilitated to collect feedback from the Village and other stakeholders including FDOT. Based on comments received, the Village will identify any issues to address. It is anticipated that design decisions were finalized at the 60% stage. The remaining design effort is anticipated to focus on resolving review and quality control comments. Any significant changes to design at this stage will likely lead to additional effort and cost.

Deliverables: Technical Memo or Meeting Summary of Review Comments and Final Design Decisions

2.3 Permits

- A. Wade Trim will submit the plan review package to the Village and other agencies as necessary to obtain final approvals and permits. Wade Trim will attend the plan review meeting with the Village and other affected agencies and utility companies and prepare meeting minutes.

1. Permits required anticipated are FDEP Verification of Exemption or 10/2 Self-Certification.

Deliverables: Permit Applications and/or Letter of Transmittal

2.4 100% Design Submittal (Final Design Documents)

- A. Wade Trim will submit final contract documents to the Village for bidding, including one clean and unbound set for reproduction and one bound set in CSI format for the Village's records. This submittal will include any necessary final changes to the plans discussed at the 90% plan review. This submittal will include: Electronic PDF of all documents and hard copy 11x17 plan set and 8.5x11 technical specifications.
1. Final paving and grading sheets
 2. Final contract documents and special provisions.
 3. Final typical cross-sections of the improvements.
 4. Final plan sheets of the proposed utility adjustments.
 5. Final maintenance of traffic plans and special provisions.
 6. Final Engineer's Opinion of Probable Construction Cost.

Deliverables: Revised Contract Documents in Electronic PDF

Final drawings will be provided in PDF and native file electronic formats for the Village's records. Wade Trim does not warrant, guarantee, or provide assurances that dimensions, details, and other information are exact or endorse the future use of these files outside of the project. If files are used for other purposes than the project, it is the sole responsibility of the Village to determine if information presented in provided digital files has been changed or updated, and Wade Trim is exempt from any claims arising from or in any way related to use of provided digital files outside of the project.

3.0 BIDDING PHASE SERVICES

3.1 Produce Bidding Documents

- A. After the Bidding Phase has been authorized to proceed, Wade Trim will provide electronic PDF final copies of the Bidding Documents and a revised Engineer's Opinion of Probable Construction Cost to the Village within 5 days of acceptance of final plans.

Deliverables: Bidding Documents in Electronic PDF

3.2 Bid Addenda Services

- A. A pre-bid conference will be coordinated and conducted to review project scope, requirements, schedule, and other pertinent information. Wade Trim will establish the agenda and meeting location, and record/distribute the meeting summary with first addenda within 7 days of the meeting date.

Deliverables: Pre-bid Conference Summary

- B. Addenda will be prepared and issued as appropriate to clarify, correct, or change the Bidding Documents. It is assumed that up to two Addenda will be prepared (if necessary).

Deliverables: Two Addenda

3.3 Contract Award

- A. Wade Trim will support the bid opening per the Village's direction.
- B. All bids will be tabulated and checked for responsiveness to bid requirements.
- C. A recommendation letter will be provided to award the project to the selected Contractor.

Deliverables: Letter of Recommendation for Contract Award

4.0 CONSTRUCTION PHASE SERVICES

4.1 Limited Construction Services

- A. Wade Trim will coordinate and conduct a pre-construction conference with the Contractor to review communication, coordination, and other procedures, and discuss the Contractor's general work plan and requirements. Wade Trim will establish the agenda and meeting location, and record/distribute the meeting summary within 7 days after the meeting.

Deliverables: *Pre-Construction Meeting Summary*

- B. A construction representative will be assigned to provide QA/QC supervision and act as the Village's Representative for up to a 3-month construction period.

- C. 3 construction meetings will be conducted while the Contractor is mobilized to the site. A Wade Trim senior construction engineer will be assigned to preside over monthly meetings about status progress, and to review schedule implications and cost issues. Meeting summaries will be created and distributed by Village staff within 7 days after the meeting.

Deliverables: *Up to 3 Meeting Summaries*

- D. Cloud-based construction management software will be used to manage, track, report, and store relevant documents between the Contractor, Engineer, and Village that are produced during the construction and closeout phases. Wade Trim will use its inhouse software unless otherwise specified by the Village.

Deliverables: *Digital copies of documents exported from system*

- E. Wade Trim will review and work with the Contractor to obtain an acceptable schedule of values for basis of payment applications, review 3 Contractor's monthly payment applications to verify quantities and progress of the Contractor's work in accordance with the contract terms, and recommend acceptability of requests to the Village.

Recommendations for payment will be based upon knowledge, information, and data from Wade Trim's onsite observations of the work. These recommendations do not represent that continuous or detailed examinations have been made relative to exact accordance with the contract, but that Wade Trim has examined the work to ascertain how or for what purpose the Contractor has completed work and that work, materials, or equipment has passed to the Village free and clear of liens, claims, security interests, or encumbrances. Further, Wade Trim's recommendations for payment do not indicate a responsibility to supervise, direct, or control the Contractor's work in progress relative to the Contractor's means, methods, techniques, sequences, procedures, safety precautions, or other programs incident thereto, or the Contractor's compliance with laws and regulations applicable to the work.

Deliverables: *Up to 3 Pay Request Reviews*

- F. The Contractor's construction schedule will be reviewed with pay applications to verify consistency with the contract requirements and advise where the schedule is not in compliance.

Note: Comments related to schedule reviews will not be considered a guarantee or confirmation that the Contractor will complete the work in accordance with the contract for construction. Review of the Contractor's monthly schedule updates or other schedule submissions ascertains compliance with the contract. Wade Trim may also provide opinions of progress or issues regarding the risks or other pertinent updates relative to performance.

Deliverables: *Up to 3 Months of Schedule Reviews*

- G. Minor changes to design work will be addressed based on conditions encountered in the field and/or at the direction of the Village, including:

1. Field Orders - Minor variations in the work will be made through field orders issued to the Contractor. Field orders do not involve adjustments to construction contract price nor time for construction and are not considered inconsistent with the Contract Documents.
2. Change Proposal Requests (CPR) and Work Change Directives (WCD) - When RFIs or construction changes result in contract time or cost adjustments, Wade Trim will review and recommend acceptance or rejection to the Village based on negotiations of the Contractor's proposal, as needed.
3. Change Orders - Individual CPRs and WCDs will be combined into a change order and provided to the Village for action.
4. Claims and Disputes - Letters and notices about claims or disputes pertaining to the acceptability of the work or interpretation of the contract requirements for construction will be logged and the Village will be notified. Wade Trim will review these letters and notices and facilitate discussions with the Contractor, as necessary, to understand each claim or dispute. The Village will be advised about the Contractor's compliance with the contract requirements for such claims and disputes and Wade Trim will assist in discussions with the Contractor to resolve the claims and disputes.

Deliverables: Forms and Correspondence to Address up to 2 Field Orders, 2 CPRs/WCDs, 2 Change Orders, and 2 Claims

SCHEDULE

Wade Trim anticipates to complete the project in 13 months. Dates for key activities, deliverables, and meetings are provided below.

- Notice to Proceed – [October 31, 2025]
- Task 1 – Preliminary Engineering Phase Services
 - Task 1.3 - Survey – [December 30, 2025]
- Task 2 – Design Phase Services
 - Task 2.1 – 60% Plans – [February 13, 2026]
 - Task 2.3 - 90% Plans – [March 27, 2026]
 - Task 2.4 - 100% Plans and Specifications – [May 15, 2026]
- Task 3 – Bidding Phase Services
 - Task 3.1 – Produce Bidding Documents – [June 15, 2026]
- Task 4 – Construction Phase Services
 - Task 4.1 - Commence Construction – [September 15, 2026]
 - Construction Substantially Complete – [November 30, 2026]
 - Final Completion – [December 15, 2026]

Wade Trim's fees are lump sum and based on the schedule. Changes in the schedule may impact the presented fees. Depending on the actual notice-to-proceed date and desired completion date, Wade Trim reserves the right to renegotiate professional fees to account for additional effort required to accommodate the project schedule. The Wade Trim Project Manager will notify the Village immediately if there is an expected change in schedule that would impact the presented fee.

FEES AND COMPENSATION METHOD

Task	Description	Lump Sum Amount*
1.0	Preliminary Engineering Phase Services	\$27,600.00
2.0	Design Phase Services	\$24,260.00
3.0	Bidding Phase Services	\$3,320.00
4.0	Construction Phase Services	\$5,960.00
Total Fee		\$61,140.00

* Scope sections detail assumptions and specific quantities assumed in fee development. Changes to assumptions, scope, or schedule may impact task fee.

VILLAGE RESPONSIBILITIES

- Provide access to the project site for Wade Trim and its subconsultants.
- Provide Wade Trim with a current concept plan in an acceptable digital format.
- Provide Wade Trim with a current Title Commitment/Boundary Survey/Topographic Survey in compatible digital format, including a DTM (digital terrain model), breaklines, and point file.
- Retain the services of a geotechnical consultant to determine bearing capacity for the proposed building, determine existing pavement structure, recommend new pavement areas, design criteria for dewatering, engineered backfill, and retaining wall design, and provide inspection and testing services during construction to certify the building pad. Provide Wade Trim with a copy of the geotechnical report.
- Provide Wade Trim with as-built drawings and other pertinent information regarding the existing sanitary sewer, storm sewer, water, electrical, gas, and telecommunication services.
- Costs or expenses for permit application fees, obtaining maps, aerials, publications, bid advertisement fees, any recording or filing fees, geotechnical subconsultant, environmental subconsultant, or other contractors are not included in our fees.
- Review documents prepared by Wade Trim and provide comments in a timely fashion.
- Attend review/approval agency meetings.
- Advertise and handle Bidding of the project with support from Wade Trim.

EXCLUSIONS/ADDITIONAL SERVICES

Wade Trim will provide additional services on a time and material basis in accordance with our current schedule of rates and charges (or negotiated fee). Services not identified in this proposal will be discussed as they arise. The below services are not included as part of the scope and fee presented in this proposal.

- Predesign or Preliminary Engineering Services
 - Existing conditions verification.
 - Subsurface explorations including soil borings, preparation of soil boring location maps, staking soil boring locations, or geotechnical engineering.
- Survey and Easement Services
 - No survey services, other than noted in this proposal, are included in our scope.
 - Effort and expenses related to drafting legal descriptions, drawings, or exhibits required to modify the existing easement agreement.
 - Preparation of a Certificate of Survey or field work associated with the Certificate of Survey.

- All effort and expenses required to combine/split lots and/or modifications to record subdivisions.
- Assessments and Permitting
 - Environmental assessments and permitting.
 - Coordination of permits and applications other than noted in our scope.
 - Wetland services including determination, delineation, permitting, and mitigation.
 - Preparation of permits and applications other than noted in our scope.
- Special Evaluations
 - Economic evaluations/rate schedules, financing assistance, and grant and loan applications.
 - Investigations into LEED initiatives unless noted in our scope.
 - Value Engineering revisions unless input is received during design, or plan changes requested after obtaining permits or during construction.
 - Traffic impact and/or signalization studies.
- Design Services
 - Effort and expenses required to obtain variances or design exceptions.
 - Evaluation of site layout, drive, or entrance options unless specifically included in our scope.
 - Preparation of renderings or exhibits.
 - Design of off-site utility extensions.
 - Design of sanitary sewer, potable water, or fire protection pump stations or storage tanks.
 - Effort and expenses associated with design of retaining walls of significant height or that which would require specialized design professionals.
 - Effort and expenses associated with intermediate release of the plans, other than status sets to the Village, for the purposes of obtaining construction quotes.
 - Preparation of Engineer's Opinion of Probable Construction Cost or project schedules.
 - Gas station or underground storage tank design.
- Construction and Post-Construction Services
 - Effort and expenses associated with project signs.
 - Operation and maintenance manuals.
- Other Services
 - Changes in scope.
 - Effort and cost associated with visits or trips to the project site, the Village's office, or reviewing agencies other than noted in the project scope and fees.
 - Additional meetings or coordination activities not identified in our scope or required after the project commences or not disclosed to Wade Trim at the time of preparing the scope.
 - Effort and expenses required to attend, or participate in, dispute resolution or presentation of plans other than noted in this proposal.
 - Services associated with litigation or arbitration.

INVOICING PROCEDURES

All effort and cost will be invoiced monthly for our effort to date. Payment of invoices is expected within 30 days. Any disputes related to the invoice amount will immediately be brought to the attention of Wade Trim. Wade Trim reserves the right to stop work when accounts receivable exceeds 60 days. All deliverables are the property of Wade Trim until payment obligations are met.

We have enclosed a Professional Services Short Form Agreement for this project. If this meets

Islamorada, Village of Islands
September 9, 2025
Page 9

with your approval, please sign, date, and return the Agreement to authorize Wade Trim to proceed. We look forward to working with you on this project and should you have any questions, please do not hesitate to call.

Very truly yours,

Wade Trim, Inc.

David C. Mullen
Project Manager

DCM: dcm

ISL2017

pw:\\WTPWINT16.wadetrin.com:projectwise\Documents\Client Info\Client\Islamorada, Village of Islands - FL (Isl)\Contracts\Task Orders\26-01 - Elevating Bike Path\Bike Path MM 73.8-74.docx

cc: AJ Engelmeyer



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

October 13, 2025

Village of Islamorada
86800 Overseas Highway
Islamorada, FL 33036

Attention: Mr. Andrew Engelmeyer
Public Works Director

Re: Islamorada Conveyance Force Main
Line Break Transient Analysis Scope of Services

Dear Mr. Engelmeyer:

Wade Trim is pleased to submit this proposal letter to provide professional engineering services to evaluate the causes of line breaks that have occurred on the 18-inch Islamorada conveyance force main (CFM). This analysis will assist Wade Trim and the Village in determining the cause of the breaks and develop a solution to prevent future breaks. This letter proposal includes a brief background on the CFM and its performance concerns, a summary of our proposed services, and our fees to support the effort. Wade Trim appreciates this opportunity to help Islamorada, Village of Islands find a solution to keep the CFM operational.

BACKGROUND

The Islamorada 18-inch CFM between the NPK repump station and KLWTD WWTP has experienced multiple line breaks in recent years. The line breaks are occurring in an area approximately 3-miles downstream from the repump station. This portion of the CFM also includes the highest concentration of combination air/vacuum relief valves (CAV) in the system. We have performed a tabletop review of the system to understand possible causes for these line breaks. In most cases, line breaks are caused by rapid changes in flow conditions that can generate high and low pressure transient conditions in the system. These conditions can be caused by sudden changes in pumping rates or rapid closure of valves within the system.

INITIAL EVALUATION

Our initial evaluation of the system indicates two potential sources for the line breaks: Improper installation of the CFM and appurtenances or transient loads. Specifically for the improper installation we will be investigating items such as over-homing of the pipe, inaccurate as-builts, improper CAV locations. For the transient loads we will be investigating the condition and expected lifespan of the PVC pipe, improper CAV selection and/or functionality.

WORK PLAN

Below is a summary of the scope of services that will be followed to achieve the above goals:

Task 1 - Field Investigations

1.1 - CAV Investigations

Wade Trim staff will review maintenance and repair protocols and records for the CAV's and perform site visits with Village staff to perform regular maintenance of CAV's in the problem area to confirm they are all in proper working order.

Task 1.2 - Soft Dig (Vacuum Excavation)

Perform soft dig investigations at selected locations along the CFM alignment to measure the pipe insertion length. The selected locations will be at places where the pipeline is outside of pavement or in coordination with utility locates required as part of the FCAA Plantation Key Transmission Main Replacement Project. The pipe insertion length will be calculated by measuring the bell-to-bell distance and comparing this distance to the length of a full stick of pipe.

While performing these investigations the following additional information will be noted:

- Depth of cover,
- Horizontal/vertical positioning
- Observable anomalies.

As part of this work Wade Trim's subconsultant will coordinate existing utility locates and traffic control as necessary.

Task 2 – In-Service Pipeline Condition Assessment

An in-service condition assessment of Islamorada's CFM will help gather critical information on the system without costly and impactful excavations. We have subcontracted with Pure Technologies to leverage their impaction tools and advanced engineering analysis to provide a clear understanding of the short-term and long-term risks to the CFM. This information will be critical in guiding repair or replacement decisions. Below is a condensed description of the tasks that full Pure Technologies will undertake as part of this effort (see proposal attached as Exhibit B).

2.1 - Leak and gas pocket detection

Pure Technologies' free-swimming SmartBall® platform uses acoustic technology to accurately locate leaks and gas pockets and operates while the pipeline is in service. The SmartBall tool will be continuously tracked during the inspection using proprietary tracking devices synchronized with the tool and tracking sensors installed along the pipeline prior to tool deployment. The information gathered helps determine a pipe's baseline condition, confirm record drawings, and ensure all CAV's are functioning properly.

3.2 Transient Pressure Monitoring (TPM)

Monitoring equipment will be placed to determine if pipelines are experiencing excessive pressure or vacuum conditions during CFM operations through pump starts/stops. TPMs continuously samples pressure at a high rate and records data every few minutes under normal operating conditions; however, when a transient pressure event is detected, the sampling rate increases to once every 50 milliseconds (20 readings per second). These pressure surges, if present in PVC force mains, can result in fatigue within the pipe that can result in earlier than expected pipeline failures. Transient pressure monitors will be placed in advance of the SmartBall inspection and will capture data for 30 days.

3.3 PVC Fatigue Analysis

The fatigue analysis investigates the effects of cyclic internal pressure loads on the CFM with consideration for the external loading effect. A predictive equation is used to estimate service life under cyclic conditions. Pipe design specifications are also incorporated into the analysis.

Task 3 – Transient Analysis

Wade Trim has performed an initial review of the pipeline system to develop a preliminary understanding of how low and high pressure transients that may be forming in the system. These pressure transients can cause pipeline breaks to occur in the following manner:

1. A reduction in pumping rate at the repump pump station due to a transition from two pumps in operation to one pump in operation causes a minor transient condition that reduces the

pressure in the CFM to below atmospheric pressure. This low pressure is formed because the flow out of the downstream end of the CFM is higher than the flow into the upstream end of the CFM.

2. When this low-pressure transient passes the CAVs, the CAVs open, allowing air to enter the system.
3. As the system stabilizes to the reduced flow rate in the system, the line pressure increases and the CAVs begin to expel air from the system.
4. As the last of the air at a CAV is expelled, water enters the CAV causing the CAV to slam shut.
5. This rapid closure of the CAV will generate a high-pressure transient in the system.

Wade Trim has worked on similar transient issues on other system where rapid closure of the CAV causes high pressure spikes. We have found that the initial transient at a single CAV is not high enough to cause a line break. However, the reflection of high-pressure transients between CAVs in close proximity can amplify to very high-pressure spikes at intermediate locations between the CAVs that can cause line breaks.

Our initial assessment of the existing CAVs shows the size of the opening to break the low-pressure vacuum within the pipeline is a reasonable size. However, the opening to release air from the system is significantly oversized leading to air release at too high of a rate that may be leading to high pressure and line failure.

We also understand that staff at the WWTP have observed large discharges of air from the 18-inch CFM into the WWTP. These observations confirm that air is entering the system, and the most likely source of the air is from the CAVs.

Below is a summary of project goals and a workplan for a transient analysis that will confirm the initial findings and recommend changes to the CAVs to mitigate line failure.

GOALS

The goals of the transient analysis are as follows:

1. Develop alternatives that focus on surge mitigation measures to protect the pipeline rather than pipeline replacement.
2. Confirm that changes in pumping rates create low pressure conditions that cause existing CAVs to open and allow air into the system.
3. Confirm that rapid closure of the CAVs during air release is the likely source of extreme pressures in the CFM.
4. Select modified CAVs with smaller air discharge sizes or other transient mitigation measures to prevent the formation of high-pressure transients.
5. Develop an updated pump operational strategy to prevent low pressures in the system that cause the CAVs to open and allow air to enter the system.

3.1 – Collect Pressure Readings

High frequency pressure sensors will be installed within the system to monitor line pressure and capture any low and high-pressure transient conditions. This information will be used to confirm model results and to identify operational conditions that lead to transients. Pure Technologies expects to install pressure sensors at the pump station and on the pipeline in the vicinity of the concentrated line breaks. These sensors will be coordinated through Pure and will be installed for 30 days. The 30 day period will coincide with time periods that are known to have changes in flow rates within the system.

3.2 – Develop Transient Model

A model of the existing CFM will be developed within the Bentley HAMMER model framework. The model will begin at the pump station and end at the WWTP. The model will be developed based on available record drawings and information. This information will include:

1. GIS data of the existing pipeline
2. Record drawings of the force main
3. Record drawings of the pump station
4. Pump curves and operational information
5. Record drawings and model numbers of the existing CAVs
6. Boundary condition at the WWTP
7. Existing model of the system that can be exported

Wade Trim understands that a InfoSWMM model of the system also exists. Wade Trim would like to obtain a copy of this model.

3.3 – Existing Model Simulations

Scenarios with varying flow conditions at the pump station will be run in the model. Model runs may include a reduction in flow due to a single pump shutting off or a sudden shut down of the entire pump station. These scenarios will be run to understand which operational conditions cause the CAVs to intake air and subsequently slam shut. The results of the model will be used to confirm if multiple CAVs may be slamming shut and causing formation of extreme pressures in the CFM system.

3.4 – Develop Transient Mitigation Solutions

After the cause of extreme pressures is confirmed, a plan will be developed for transient mitigation. Two separate transient mitigation methods will be developed that will work together. These methods will include:

1. Alternative technologies to CAVs will potentially include vacuum valves and smaller air release valves to limit the rate of air release.
2. Pump station operational changes may also prevent low pressures in the system. The model will be used to establish a recommendation of equipment and system operation that will prevent formation of extreme pressures in the system.

3.5 – New Pump Station Analysis (Future Scope Item)

Wade Trim recognizes that the existing pump station is planned to be replaced in the future. The current pump station has a wet well that is open to the atmosphere and establishes a relatively fixed suction level for the pumps. This existing open wet well also allows any entrained air from the upstream system to be vented. The proposed pump station will be a true repump pump station and will have a pressurized pump intake. This planned pump station is currently in the approval process with KLWTD and the final configuration and operational strategy has not been confirmed.

We recommend that upon final approval from KLWTD, the model should be expanded to include this pump station and the upstream system to understand the transient impact of the new pump station. This effort will require the development of a separate work scope and budget.

Task 4 - Rehabilitation & Replacement Evaluation

4.1 Evaluation of Replacement Alternatives

Wade Trim will evaluate options for the replacement or realignment of pipeline sections. The following replacement options will be evaluated:

1. New Alignment: Installation of a new CFM in a separate alignment.
2. Same Alignment Replacement: Replacement of the existing main in-place with bypass pumping.

3. Trenchless Replacement: Installation of a new main using horizontal directional drilling (HDD) or other trenchless methods.

Each of the above-described alternative will be evaluated based on:

1. Route Options
2. Operational Impacts
3. Maintenance of Traffic (MOT) Impacts
4. Installation Concerns
5. Project Cost Estimates

Task 5 – Meetings

Wade Trim anticipates it will be necessary to meet with Village staff after the existing model simulations are performed to discuss findings about the existing system. These meeting will serve to confirm that the results from the model are representing realistic conditions in the system and are consistent with observations of system performance. The meeting can also include discussions about which transient mitigation technologies and manufacturers are preferred by the Village. An additional meeting will be held after the analysis is completed to discuss the recommended transient mitigation solution for the system. For this project we are assuming that it will be necessary to prepare for and attend three meetings.

Task 6 – Documentation

After the evaluation is completed and the recommended solution(s) is discussed with Village staff, a summary of the evaluation performed, findings, and recommended mitigation measures will be documented in a technical memorandum.

DELIVERABLES

The final deliverable of this analysis will be a technical memorandum summarizing the findings from all tasks indicated above including any data gathered.

COMPENSATION

Wade Trim proposes to provide the above services for an estimated fee in the amount of \$369,935 as broken down per task in Table 1 below.

The fee estimates provided above include all anticipated Wade Trim labor and expense costs along with anticipated subconsultant fees, approved mark-ups (10%) and contingency allowances.

Task	Fee
1 – Field Investigations	\$58,040
2 – In Service Pipeline Condition Assessment	\$201,355
3 – Transient Analysis	\$51,200
4 – Rehabilitation and Replacement Evaluation	\$20,520
5 – Meetings	\$9,000
6 – Documentation	\$29,820
Total	\$369,935

INVOICING

Invoices will be prepared and submitted in accordance with WA. No.1.

Thank you for the opportunity to submit this engineering analysis services proposal. We appreciate our role as a trusted advisor to the Village. As always, please contact me directly with any questions.

Very truly yours,

Islamorada Conveyance Force Main
October 13, 2025
Page 6

Wade Trim, Inc.

David Mullen, PE
Project Manger

DCM:kmk
ISL2016
Attachments
Pure Technologies Proposal

cc:



**Proposal for
IN-SERVICE WASTEWATER PIPELINE CONDITION ASSESSMENT
Islamorada Village of Islands 18-in PVC Force Main**

SmartBall®

June 19, 2025

Mr. David Mullen, P.E.
Wade Trim
9100 S. Dadeland Boulevard
Suite 1500
Miami, FL 33156

RE: 18-in PVC Force Main Assessment

Dear Mr. Mullen,

Pure Technologies U.S. Inc., a Xylem brand, is pleased to offer our services to Wade Trim for the inspection of approximately 10.5 miles of the Islamorada Village of Islands' (the Village) 18-in diameter Polyvinyl Chloride (PVC) wastewater force main beginning at the North Plantation Key Re-pump Station (NPK RPS) and ending at the Key Largo Water Treatment District Regional Treatment Facility (KLWTD RTF).

We propose using our SmartBall® free-swimming inspection platform to complete this project. SmartBall inspects pipelines while they are in service and detects acoustic activity associated with leaks and trapped air pockets. Additionally, we propose to utilize transient pressure monitoring (TPM) to provide data that will be incorporated into a PVC fatigue analysis of the pipeline.

As a recognized industry leader in the inspection, assessment, and management of pressurized water and wastewater pipelines, Pure Technologies continually strives to set the industry standard with the most trusted, technologically advanced tools operated by our highly experienced team.

We look forward to addressing any questions you may have and helping to solve your water challenges.



Jennifer Leone, PE
Business Development Manager
Pure Technologies U.S. Inc.
Jennifer.Leone@xylem.com



Will Craven, PE
Business Development Manager - East
Pure Technologies U.S. Inc.
william.craven@xylem.com

In-Service Wastewater Pipeline Condition Assessment

A comprehensive condition assessment of wastewater force mains involves deploying inspection tools to accurately assess the health of the buried infrastructure along with advanced engineering analysis to provide a clearer understanding of risks that inform short- and long-term repair and replacement strategies. We propose a condition assessment initiative for Wade Trim and the Village comprising of three phases:

1. **Leak and gas pocket detection** helps determine a pipe's baseline condition. Pure Technologies' free-swimming SmartBall® platform uses acoustic technology to accurately locate leaks and air pockets and operates while the pipeline is in service.
2. **Transient Pressure Monitoring (TPM)** determines if pipelines are experiencing excessive pressure or vacuum conditions during force main operations through pump starts/stops. These pressure surges if present in PVC force mains can result in fatigue within the pipe that can result in earlier than expected pipeline failures.
3. **PVC Fatigue Analysis** determines if fatigue is occurring on the PVC force main. A fatigue analysis investigates the effects of cyclic internal pressure loads on the force main with consideration for the external loading effect. A predictive equation is used to estimate service life under cyclic conditions.

Leak and Gas Pocket Detection

Free-swimming inline inspection is the best solution for detecting gas pockets in wastewater pipelines as it brings the acoustic sensor directly to the gas pocket while the pipeline remains operating under normal conditions, providing greater sensitivity and accuracy, and covering long distances in a single deployment. Pure Technologies has inspected over 1,100 miles of wastewater pressure pipes using the SmartBall platform.

Gas pockets in force mains can impact the operation of pump stations by reducing the capacity of the pipeline and increase the risk of collapse due to vacuum at gas pocket locations should a transient pressure wave traverse the pipeline.

Pure Technologies has performed an analysis of force mains inspected using acoustic based technologies in order to better characterize the frequency and location of gas pockets. Based on the analysis, 72% of gas pockets were not located at known high points or gas release valves.

The SmartBall inspection platform, shown in **Figure 1**, is a free-swimming, non-destructive inline inspection technology that detects acoustic activity associated with leaks and pockets of trapped gas in pressurized pipelines.

The SmartBall tool is typically inserted into an active line through a check valve in a pump station. Once deployed, the tool is propelled by the hydraulic flow and can navigate inline valves, 90-degree bends, tees, diameter changes, profile changes, and vertical risers. It is typically extracted from the pipeline by installing a metal bar screen at a gravity transition manhole or other depressurized feature as shown in **Figure 2**.

The SmartBall tool is continuously tracked during an inspection using proprietary tracking devices synchronized with the tool and tracking sensors installed along the pipeline prior to deployment.

Since 2005, utilities around the world have relied on the SmartBall platform to inspect more than 8,895 miles of pipelines including 1,100 miles of wastewater pipelines.

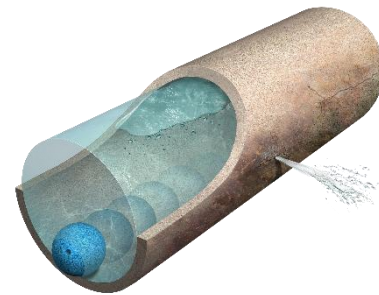


Figure 1: SmartBall Free-swimming Inspection Platform

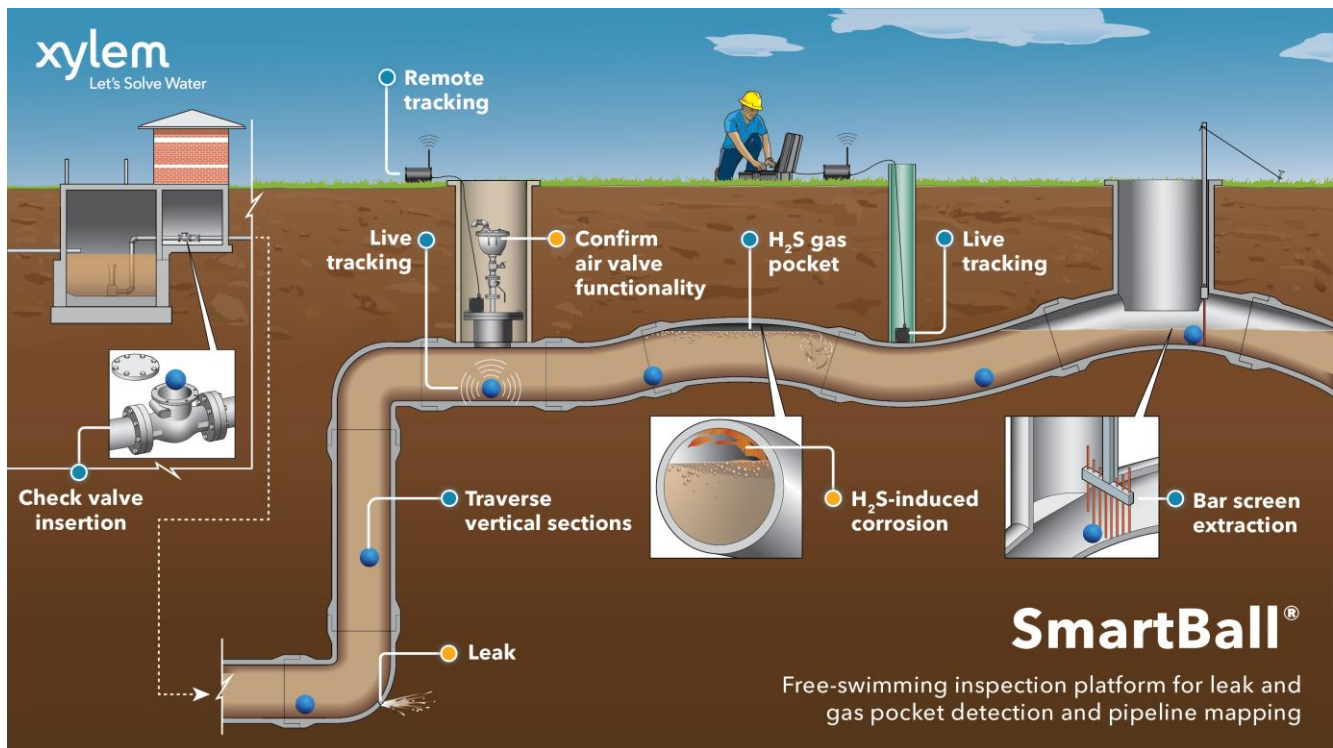


Figure 2. SmartBall Platform Overview

Transient Pressure Monitoring

A hydraulic evaluation is proposed in order to understand the operational and surge pressures within the pipeline. When pipe wall degradation is combined with surge pressures, the likelihood of pipe failure can be significantly increased. Evaluation of the pump station operation, such as

pump startup mode, typical and peak flows, operating and surge pressures, and surge protection, can provide important information on the stresses imparted on the pipeline.

Hydraulic pressure transients (also known as surges or water hammers) occur in pipelines when the pressure conditions in the system change due to variances in pressure or flow (e.g., pump on/off cycles or the rapid closure of a valve). The magnitude of a transient is related to several factors that include, but are not limited to, the flow rate within the pipeline, the time over which the change in steady-state condition occurs, and a pipe's hoop stiffness.

The occurrence of pressure transients within a force main can have adverse effects on the integrity of a pipe section especially when combined with gas pockets. Damage from pressure transients can include cracking of mortar coating or lining, crack propagation, movement at joints, and structural fatigue. The impact of pressure transients can vary depending on the magnitude of the transient and current condition of the force main. Accumulated damage of this nature can eventually decrease the structural integrity of the pipe. Combined with the steady-state pressure in the force main prior to a rapid flow change, a transient event may exceed the maximum design pressure of the pipeline. High pressures from intermittent or recurring transients may cause damage, increase pre-existing damage, or initiate a failure.

Fatigue Analysis for PVC Pipe

The remaining service life of a PVC force main can be tied to the number of cycles of pressure changes that the piping experiences during operation including the frequency of cycles and the magnitude of pressure fluctuations. Pressure fluctuations are caused by events such as the rapid opening and closing of valves, and the start-up and shutdown of pumps. Higher-than anticipated number of cycles and pressure amplitude fluctuations may result in a shortened service life, which ends in pipeline failure.

Project Milestones and Deliverables

Additional details regarding insertion, extraction and tracking of the inspection tools are provided in Appendix A, Smartball Inspection Considerations.

Planning and Mobilization

The planning process is an integral element of a successful project. It allows the team to identify features of the site or the pipe that could prevent a successful inspection. Actions can then be implemented to mitigate any potential risk.

Pure Technologies will meet with Wade Trim and the Village to perform a site visit to assess access to the pipeline and identify potential challenges and risks. As much information as possible on the pipeline will be requested during the planning process. It is our understanding that Wade Trim or the village will facilitate all civil activity for pipeline access and tracking sensor installation, which may require modification to existing features, excavation, tapping, traffic control, scaffolding and other activities identified during the planning process necessary to access pipeline features determined to be critical to the inspection. Pure Technologies will make every effort to utilize existing pipeline features where feasible.

Activities undertaken as part of the planning and mobilization process include, but are not necessarily limited to the following:

- Project document review
- Project planning site visit and review
- Pre-inspection coordination/meetings
- Planning document development, including tracking plan and tracking sensor installation details
- Equipment and staffing logistics
- Tool preparation
- Pre-inspection activities required in advance of the scheduled inspection date

Based on the information gathered from the project planning site visit and all available documents, a detailed project planning document (PPD) outlining the inspection plan, including insertion and extraction procedures and tracking sensor locations will be submitted prior to commencing the work. The PPD will be submitted to Wade Trim and the Village in electronic portable document format (PDF) at least two weeks prior to the inspection, dependent on the receipt of project data, or as soon as possible in cases of urgent mobilization. Wade Trim and the Village should review and provide comments or approval of the PPD prior to mobilization. Any changes to the scope that arise in the planning process which impact the pricing in this proposal will be discussed with Wade Trim and mutually agreed upon before proceeding.

Planning and Mobilization Deliverables

1. Project Planning Document that outlines the inspection plan, including insertion and extraction procedures and tracking sensor locations.

SmartBall Gas Pocket Inspection

It is anticipated that two TPMs will be utilized on this project, one located at the NPK RPS and one located at an air release valve as directed by Wade Trim or the Village. It is anticipated that the monitors will be installed in advance of the inspection and will capture data for at least 30 days.

SmartBall tracking sensor installation will be completed prior to inspection and may take one to two days, depending on sensor locations and accessibility. It is expected that Wade Trim and/or the Village will provide assistance with any sensor installations that require soft digs or pavement coring to access the pipeline and will provide appropriate traffic control during tracking installations, if required, as outlined in the PPD.

The inspection is anticipated to take one day to complete. Tracking teams will be assigned to monitor the tool's movement through the pipeline. If required, Wade Trim or the Village will provide traffic control during the inspection at each tracking sensor location. Coordination with operations staff will be required throughout the duration of the inspection, particularly for activities such as valve operation, pump management, etc. These activities will be outlined in the PPD.

The SmartBall tool is typically inserted into force mains through the open bonnet of an isolated check valve in a pump station but can be inserted using any new or existing 4-inch full bore flanged valve (e.g., an isolation valve under an air release valve or other pipeline feature), gravity transitions, or bypass piping.

Extraction of the SmartBall tool is typically performed by installing a metal bar screen at a gravity transition manhole or other depressurized feature. The SmartBall, which is rolling along the bottom of the pipe, will be stopped by the bar screen and a net is used to extract it from the pipeline. Other extraction methods are possible and can be evaluated by the SmartBall technical experts for feasibility. An example of extracting the SmartBall tool with Pure Technologies' standard bar screen is shown in **Figure 3**.

Gas pocket locations are determined using data recorded by the sensors onboard the SmartBall tool as well as that recorded by the tracking devices. Experience has shown our analysis methods are accurate to within approximately ± 6 feet.

Further details on considerations related to the pipeline inspection such as pressure, flow requirements, or insertion/extraction requirements can be found in Appendix A, Smartball Inspection Considerations.



Figure 3. Example of Bar Screen Extraction of the SmartBall Tool

Data Analysis

The Pure Technologies analysis team will analyze the data collected by the SmartBall platform to document details of acoustic events including acoustic intensity plots and tracking details. The location of gas pockets will be provided by reporting the start and end point of each gas pocket in relation to the nearest upstream and downstream pipeline features. An aerial view of the pipeline showing the approximate location of the gas pocket will also be included.

A fatigue analysis will be undertaken to investigate the effects of cyclic internal pressure loads on the force main with consideration for the external loading effect. The American Water Works Association (AWWA) M23 standard and Handbook of PVC Pipe Design and Construction will be used to evaluate the fatigue life failure of PVC pipe. A predictive equation is used to estimate service life under cyclic conditions. The number of anticipated fatigue cycles is estimated by calculating the number of pump start-ups and shutdowns per day over the design life of the system. This is then compared to the estimated maximum peak hoop stress and mean stress occurring during each cycle. Pipe design specifications are incorporated into the fatigue analysis.

Gas Pocket Detection and PVC Fatigue Analysis Deliverables

1. Draft Inspection Report including:
 - Project background and inspection details
 - Details of acoustic events including acoustic intensity plots and tracking details

- A table of results identifying locations of acoustic
 - A table of TPM events during the pre-inspection TPM recording period
 - Results of PVC remaining useful life (RUL) analysis based on TPM recordings.
2. Final Inspection Report incorporating comments from Wade Trim and the Village.

Wade Trim/Village Responsibilities

It is expected that the activities listed below will be completed by Wade Trim and/or the Village. Requirements will be determined in more detail during the inspection planning process.

- Provide information about the pipeline at least four weeks prior to the inspection date including, but not limited to, plan and profile drawings, lay sheets, shop drawings, manufacturing details, and details of access structures and appurtenances - if available.
- Obtain any required legal right-of-entry on the property.
- Provide support personnel during the inspection for locating the access structures, traffic control, valve operation, pump operation, and other support as necessary.
- Provide Pure Technologies with the typical flow velocities and pressures for pipeline operation, and the expected minimum and maximum values for each.
- Provide and maintain safe and reasonable access to all work sites throughout the inspection and obtain permits as required.
- Prepare and/or modify existing pipeline fittings and structures as indicated by Pure Technologies to accommodate insertion and extraction of the equipment as outlined in the Planning Document.
- Render confined space areas safe for the services, including lockout tagout of pumps, valves and motors; dewatering chambers and vaults to permit movement of persons and equipment; and vector and rodent control as necessary.
- Provide scaffolding to support SmartBall insertion or extraction if needed.
- Excavate, dewater, shore up, and/or provide scaffolding of job area and other civil activity as necessary in compliance with the Occupational Safety and Health Administration and local standards and regulations.
- Provide pumping services to allow for insertion of the SmartBall tool through bypass piping, if necessary.
- Operate the pipeline in a manner that will achieve the minimum required flow velocity indicated in the PPD throughout the inspection.

Project Schedule

The proposed schedule for the project is shown below.

Project Schedule	
Task	Timing
Site visit	Within 30 days following Notice to Proceed (NTP)
Project Planning Document	2 weeks prior to inspection
Inspection	4-6 weeks from Project Planning Document approval
Draft Report	8 weeks following inspection
Final Report	2 weeks after receipt of comments on Draft Report <i>If no response to the Draft Report is received within 30 days of submittal, the report will be finalized and submitted to Wade Trim.</i>

Proposed Fee and Payment Schedule

The estimated cost for this project is based on the information provided at the time of this proposal and detailed in the table below.

Fee Schedule				
Description	Unit	Unit Price	Quantity	Total Price
Project Setup, Planning and Mobilization	Lump Sum	\$22,660.00	1	\$22,660.00
Transient Pressure Monitoring (2 units), SmartBall Inspection and Analysis (minimum 2 miles inspection distance)	Lump Sum	\$126,400.00	1	\$126,400.00
Project Reporting including PVC Fatigue Analysis	Lump Sum	\$33,990.00	1	\$33,990.00
Estimated Total Project Cost				\$183,050.00

Notes and Assumptions

- All travel, shipping and related expenses are included in the mobilization and field data collection/inspection fees.
- If additional work is required due to circumstances outside of Pure Technologies’ control or based on additional requests from Wade Trim or the Village, a mutually agreed change order will be required.
- Costs associated with scaffolding to support SmartBall insertion or extraction are not included in this proposal.
- A charge of 25% of the planning and mobilization fee will apply should the work be delayed by Wade Trim or the Village within two weeks prior to agreed mobilization date. A project delayed into the next calendar year may incur a price increase in the amount of the local Consumer Price Index.

- A charge of 50% of the planning and mobilization fee will apply should the work be cancelled by Wade Trim or the Village within two weeks prior to agreed mobilization date. Any other charges incurred prior to the cancellation scenario shall be invoiced in full.
- A stand-by charge of \$10,815 per crew day will apply if the project is delayed for 24 hours or more by Wade Trim or the Village after mobilization.
- Pricing does not include custom equipment fabrication, traffic control, civil works, permitting, confined space rescue support, lighting for night inspections, or valve exercising. These tasks and their respective costs are the responsibility of Wade Trim or the Village unless otherwise agreed, or is included in the project estimate above.
- Suitable access points for insertion and extraction of the inspection tool are the responsibility of the Village.
- Please note that Project Pricing included herein is valid for 120 days from the date of this proposal.
- Pure Technologies’ liability and insurance for this project are standard as detailed in the Standard Terms & Conditions included with this proposal. Non-standard conditions may be subject to a surcharge fee equal to 5% of the total project estimate.
- All taxes, levies, duties, tariffs and other governmental charges, and any incremental increases thereto, shall be paid by Wade Trim. Pure Technologies reserves the right to adjust pricing and schedule of the affected goods to reflect any impact resulting from tariffs not already included in the proposed pricing. Pure Technologies is not obligated to deliver the goods and/or services until an agreement on the new price and/or schedule has been reached.

Payment Schedule

Invoicing Schedule		
Service	Fee	Invoicing Period
Project Setup, Planning and Mobilization	\$22,660.00	Upon submittal of the Project Planning Document
Transient Pressure Monitoring, SmartBall Inspection and Analysis	\$126,400.00	Upon completion of the inspection
Project Reporting including PVC Fatigue Analysis - Draft Report	\$27,190.00	Upon submittal of the Draft report
Project Reporting including PVC Fatigue Analysis - Final Report	\$6,800.00	Upon submittal of the Final report

Standard Terms and Conditions

CONDITIONS OF ENGAGEMENT FOR THE PROVISION OF SERVICES

(North America)

The Proposal is issued upon and is subject to these Conditions of Engagement. If the Proposal is accepted by the Client, these Conditions of Engagement and the Proposal will be deemed to form part of the Contract between the Client and Pure.

1. DEFINITIONS

In these Conditions of Engagement the following definitions apply:

- “Client” means any person or persons, firm or company engaging Pure to provide the Services.
- “Contract” means the agreement awarded to Pure as a result of the Proposal.
- “Pure” means Pure Technologies Ltd., Pure Technologies U.S. Inc., PureHM Inc., PureHM U.S. Inc. or any of their affiliates, as the case may be, which submitted the Proposal and is a party to the Contract.
- “Proposal” means Pure's offer to carry out the Services and includes all related correspondence plus agreed written variations or amendments thereto.
- “Services” mean those services of whatever nature to be supplied by Pure under the Contract.
- “Site” means the facility, land, installation or premises to which Pure is granted access for the purposes of the Contract and may include any combination of the foregoing.

2. PURE'S OBLIGATIONS

- 2.1 Pure will perform the Services in accordance with the procedures described in the Proposal, using reasonable skill, care and diligence and consistent with industry standards.
- 2.2 Pure will ensure that the equipment used in performing the Services is in a good and functional state.

3. CLIENT'S OBLIGATIONS

- 3.1 The Client will provide to Pure full, good faith co-operation to assist Pure in providing the Services. Unless otherwise specified in the Proposal and without limiting the generality of the foregoing, the Client will at its own expense:
- (i) ensure, if required, access to private land will be given to Pure and that any official permits or permissions required for Pure to have access to the Site or carry out the Services are obtained and are in force for the duration of the Services;
 - (ii) inform Pure in writing of any special circumstances or danger which the execution of the Services may entail or which are inherent in the Site, including the existence and identity of any known hazardous substance or material;
 - (iii) perform such additional duties and responsibilities and provide such information and resources as are described in the Proposal.

- 3.2 The description of the Services and related compensation amount set out in the Proposal will be based upon information that the Client shall have provided to Pure, and assumptions that Pure shall have identified in the Proposal. The Client acknowledges that if any such information provided by Client is materially incomplete or inaccurate, or if the assumptions identified by Pure are not correct, then the parties will modify the Proposal to reflect the actual information, assumptions, and Services required, and the compensation to Pure will be adjusted accordingly using the change order process set out in the Contract, or if there is no such process, on an equitable basis.
- 3.3 Client will pay Pure within 30 days of Client's receipt of an invoice therefrom. Client acknowledges that Pure is entitled to payment for any and all Services performed hereunder up and until the date of the full completion of such Services.
- 3.4 Upon Client's termination of the provision of Services or any goods by Pure hereunder, Pure will be entitled to payment for any and all goods and Services provided up to and until the date Pure receives notice of termination from Client. Such payments will be at the rates as provided to Client in the Proposal.
- 3.5 The pricing provided in the proposal shall remain firm for 12 months from the date hereof. Thereafter, in recognition of the current inflationary environment and potential of labor and component cost increases to Pure, a price adjustment may be requested by Pure to account for such cost increase.

4. PROPRIETARY AND CONFIDENTIAL INFORMATION

- 4.1 All reports generated in the performance of the Services and delivered by Pure to the Client will become the property of the Client.
- 4.2 Pure's equipment which is made available to the Client in connection with the Contract and the raw data generated in the performance of the Services will remain the sole and exclusive property of Pure. The Client will not acquire any proprietary rights in Pure's equipment, systems, software, technology, inventions (whether or not patentable), patents, patent applications, documentation, specifications, designs, data, databases, methods, processes or know-how ("Pure's Proprietary Technology"). Any modifications or improvements to the Pure's Proprietary Technology made during the performance of the Services will be the sole and exclusive property of Pure.
- 4.3 Both parties agree to keep confidential all documentation and information provided by the other during the performance of the Contract. The obligations set out in this clause 4.3 will remain in full force and effect after any termination or expiry, as the case may be, of the Contract.
- 4.4 Notwithstanding anything herein to the contrary, Contractor will have a limited, non-exclusive, royalty-free license to utilize data collected and received in the performance of services hereunder for purposes of (a) providing services, (b) analyzing and improving the services, and (iii) internal research and development for the benefit of Contractor and Client's clients.

5. LIABILITY AND WARRANTIES

- 5.1 Pure will indemnify and hold the Client harmless against any expense, demand, liability, loss, claim, lawsuit or proceeding whatsoever in respect of personal injury to or the death of any person, or any loss, destruction or damage to any tangible property and arising directly or indirectly from the negligence of Pure, its employees, servants or agents except to the extent caused by the negligence of the Client or any person for whom the Client is responsible. The Client will similarly indemnify Pure.
- 5.2 Pure will not be liable for any loss of production, loss of use of property, loss of revenue or profit, equipment downtime, business interruption, loss of goodwill, loss of anticipated savings, cost of procurement of substitute goods or services, or for any consequential,

indirect, incidental, or special loss or damage suffered by the Client or any third party, or for any punitive damages, even if advised of the possibility thereof and notwithstanding the failure of essential purpose of any remedy.

5.3 Pure's cumulative liability hereunder, whether in contract, tort, or otherwise, will in no event exceed the greater of (i) the aggregate consideration paid by the City to Pure for the portion of the Services that gave rise to the liability, or (ii) \$2 million; provided, however, that this clause shall not limit Pure's indemnification obligations hereunder. The report(s) and any other recommendations or advice made by Pure relating to the pipeline or the Services will be made in accordance with the procedures described in the Proposal, using reasonable skill, care and diligence consistent with industry standards, but do not and will not constitute a warranty of the pipeline's quality, capacity, safety or fitness for purpose. Pure will not be liable to the Client for any liability or damages that arise from the Client's reliance upon or application or use of such final report or recommendations or advice made by Pure in relation to the pipeline or Services, and the Client will indemnify Pure against any liability to third parties resulting therefrom.

5.4 Pure's warranties for the Services will be set out in the Contract. Pure disclaims all implied or statutory warranties or conditions, including of merchantability, merchantable quality, durability, or fitness for particular purpose to the extent allowed by applicable law. This means Pure's warranty obligations will be limited to what is expressly set out in the Contract.

6. Insurance

Pure will provide the Client with a certificate of insurance evidencing the following coverages:

6.1	Commercial General Liability	\$2,000,000
6.2	Automobile Liability	\$1,000,000
6.3	Workers Compensation	Statutory
6.4	Professional Liability	\$500,000

7. Solicitation of Employees

Pure and Client (the "Parties") agree that, for the term of Client's engagement of Pure, and for one (1) year thereafter, the Parties will not:

- 7.1 directly or indirectly solicit, or attempt to solicit or endeavour to cause any employee, volunteer or consultant of the other Party to leave his or her employment, volunteer or consulting relationship; or
- 7.2 directly or indirectly induce or attempt to induce any customer or prospective customer of the other Party to cease doing business in whole or in part with the other Party or solicit the business of any customer or prospective customer of the other Party for a purpose which is competitive with the Party's business.

8. Special Conditions/Acknowledgement of Events.

Each Party acknowledge and agree that the global COVID-19 pandemic ("COVID-19") is ongoing, dynamic, unpredictable, and as such may impact the ability of Pure to meet its obligations under this Agreement. The Parties agree that, for so long as there is an impact of COVID-19 on Pure's performance, all performance efforts by Pure will be on a reasonable efforts basis only and Pure shall not be responsible for failure to meet its obligations, to the extent that it is precluded from doing so as a result of COVID-19. The Parties shall work, in good faith, to make any reasonable adjustments that may be required as a result of COVID-19.

Appendix A: SmartBall Inspection Considerations

Pipeline Pressure

Inline leak detection technology is inherently more sensitive than external methods and correlators because it brings the acoustic sensor within one pipe diameter of the leak. Acoustic leak detection functions by detecting the acoustic signature generated by the sudden drop in pressure of water exiting the pipeline at the site of a leak. SmartBall technology requires a minimum pressure differential between internal and external pipeline conditions of 15 psi (1 bar) for acoustic leak detection. For pipelines in high water tables or river crossings, the resultant hydrostatic head acting against the exterior of the pipe wall must be taken into consideration.

During the SmartBall inspection, the Village staff will need to operate the system to maintain pipeline pressures as necessary to accommodate the needs of its customers. A review of the pipeline will be performed as part of the planning process to identify potential areas where the pressure may drop below the minimum required pressure differential for acoustic leak detection. Additional factors that affect acoustic leak detection include tunnels and encasements where the sudden drop in pressure that causes the acoustic signature generated by the leak may not occur at the site of the leak inside the pipeline, but rather at the point where the fluid exits the tunnel or encasement if the 'leak path' becomes pressurized between the pipe wall and the tunnel or encasement. Approximate pressure measurements may be requested prior to and/or during the inspection to ensure the pipeline is operating within expected conditions.

Insertion and Extraction Requirements

The SmartBall tool is typically inserted through a 4-inch (100mm) or larger full-bore flanged valve into an active pipeline. When using standard insertion equipment, the valve should have direct access to the pipeline with no bends in the connecting riser. The minimum internal diameter of valve opening and pipeline access must be no less than 3.75 inches (95.3mm). A minimum of 4 feet (1.3m) of overhead clearance is required above the flange of the insertion valve. Alternative methods for insertion include utilizing check valves in pump stations, areas where the pipeline transitions to gravity, or pumping the SmartBall through offset piping such as a hydrant or bypass.

If a hot tap is being performed to add an access point, the drill bit must be at least 3.75 inches (95.3mm) in diameter and centered within the newly installed valve. Note that a 4-inch valve on an access point installed with a drill bit smaller than 3.75 inches will not provide the clearance needed.

The SmartBall tool is typically extracted from the pipeline by installing a pressurized stack on a 4-inch (100mm) full bore flanged valve, or larger, with a minimum internal diameter no less than 3.75 inches (95.3mm). The valve should be on the crown of the pipe and be located on a flat section of pipeline with no vertical slopes or horizontal bends 30 feet (9m) upstream of the valve. A minimum of 16 feet (5m) of overhead clearance is required above the flange of the extraction valve. It is possible to core the roof of a vault above the valve with a 6-inch (150mm) or greater opening if the vault does not have enough overhead clearance. The extraction net utilizes a tracking sensor and a camera to confirm the SmartBall tool has been caught. Other extraction methods, such as retrieval from a reservoir using a remotely operated vehicle, are possible and can be evaluated by the SmartBall technical experts for feasibility.

Tracking

Prior to the inspection, tracking sensors will be installed along the pipeline to track the position of the SmartBall tool. The tracking sensors function best when installed as close as possible to the water column in the pipeline and are attached to metal surfaces of pipeline appurtenances, such as air release valves, flanges, valves, or any other contact point on the pipeline. At these locations, Pure Technologies staff will clean an area of the pipe approximately 3 inches by 3 inches (75mm by 75mm) and will adhere tracking sensors using a fast-drying epoxy. Computers synchronized with the SmartBall tool will be connected to the tracking sensors to calculate the location and velocity of the SmartBall tool as it approaches and passes the tracking location. Tracking teams will set up at tracking sensors before deploying the SmartBall tool and will 'leap-frog' to subsequent tracking locations as the SmartBall tool traverses the pipeline on its way to the extraction point. A tracking plan and details for installing tracking sensors will be included in the PPD submitted to Wade Trim prior to the inspection.

Flow Requirements

The SmartBall tool requires a fluid velocity of 0.5 feet per second (0.15 meters per second) to traverse flat sections of pipeline. The ideal fluid velocity for most pipelines is 2 to 4 feet per second (0.6 to 1.2 meters per second) for traversing slopes and allowing tracking teams to relocate to the next tracking location. The maximum fluid velocity before data quality is impacted is 6 feet per second (1.8 meters per second) for leak and air pocket inspection and 3 feet per second (0.9 meters per second) for SmartBall mapping. The SmartBall tool usually travels at approximately 70% of average fluid velocity. The Village staff will control the flow rate to confirm the requisite velocity during tool deployment as defined in the PPD. Pure Technologies will also evaluate pumping rates and cycle times to determine if supplemental water will be required to complete the inspection. It should be noted that air pocket and leak detection surveys should be performed as close to typical operating conditions as feasible.

Live Pipeline Inspection Risks

Despite meticulous planning and preparation, live pipeline inspection carries an inherent risk that cannot be avoided. There is a possibility that the inspection platform could encounter problems during the inspection run that could lead to loss of data, requiring a re-inspection or at worst the tool getting stuck in the pipeline due to unforeseen or unknown obstructions. The planning process is used to mitigate any potential risks.



FLORIDA DEPARTMENT OF Environmental Protection

Southeast District
2796 Overseas Highway Suite 221
Marathon, FL 33050
305-289-6600

Ron DeSantis
Governor

Jay Collins
Lt. Governor

Alexis A. Lambert
Secretary

October 15, 2025

Mr. Ron Saunders, Village Manager
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL, 33036
village.manager@islamorada.fl.us

Re: Islamorada, Village of Islands Collection System
WW Facility ID #FLSS0A521
Monroe County

Dear Mr. Saunders,

Enclosed is a Consent Order ("Order") prepared by the Department for resolution of the above-referenced enforcement case. Please review this document and within 20 days of receipt return a signed copy to the Department. All pages within the Order should be included with your returned signed copy. Once fully executed, a copy of the final document will be forwarded to you.

Should you have any questions or comments, please contact Sara Smith at 305-289-7090 or via e-mail at Sara.M.Smith@FloridaDEP.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sirena Davila".

Sirena Davila, Director
Southeast District
Florida Department of Environmental Protection

Enclosure: Consent Order

ec: Sirena Davila, FDEP (Sirena.Davila@FloridaDEP.gov)
Viviana Useche, FDEP (Viviana.Useche@FloridaDEP.gov)
M'Liss Bordelon, FDEP (Whitney.Bordelon@FloridaDEP.gov)
Sara Smith, FDEP (Sara.M.Smith@FloridaDEP.gov)
Andrew Engelmeyer, Public Works Director (andrew.engelmeyer@islamorada.fl.us)

BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT)	IN THE OFFICE OF THE
OF ENVIRONMENTAL PROTECTION)	SOUTHEAST DISTRICT
)	
v.)	OGC FILE NO. 25-0038
)	
ISLAMORADA VILLAGE OF ISLANDS)	
COLLECTION SYSTEM)	
_____)	

CONSENT ORDER

This Consent Order (“Order”) is entered into between the State of Florida Department of Environmental Protection (“Department”) and the Islamorada Village of Islands (“Respondent”) to reach settlement of certain matters at issue between the Department and Respondent.

The Department finds and Respondent admits the following:

1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida’s air and water resources and to administer and enforce the provisions of Chapter 403, Florida Statutes (“F.S.”), and the rules promulgated and authorized in Title 62, Florida Administrative Code (“F.A.C.”). The Department has jurisdiction over the matters addressed in this Order.
2. Respondent is a municipal corporation in the State of Florida and a person within the meaning of Section 403.031(5), F.S.
3. Respondent is the owner and is responsible for the operation of the Islamorada Village of Islands Collection and Transmission System (“System”), Facility ID Number FLSS0A521, a system of pipes and pump stations that collect sewage in Islamorada Village of Islands and delivers it to a regional wastewater treatment facility. Respondent is a volume sewer customer located in the North portion of the Florida Keys in Monroe County, Florida, between approximately Mile Marker 90 to Mile Marker 72 along U.S. Highway 1. Respondent purchases wastewater treatment and

disposal services from the Key Largo Wastewater Treatment Plant, Facility ID Number FLA370967.

4. The Department finds that the following violation(s) occurred:

a) The facility failed to prepare, maintain, or update the required operation and maintenance manual, including an emergency response plan, in violation of Rule 62-604.500(4)(b), F.A.C.

b) The facility had the following sanitary sewer overflows (SSO) or unauthorized discharges, in violation of Rule 62-604.130(1) F.A.C.

SWO #	Incident Date	Location	Volume (gal)	Recovered Volume (gal)	Untreated / Treated	Surface Water
2021-2348	05/03/2021	286 Gardenia St. Pump Station	10,000	0	Untreated	No
2022-5545	07/23/2022	286 Gardenia St. Pump Station	400,000	0	Untreated	No
2023-4943	6/18/2023	NB Overseas Hwy/ Burton Drive	2,000	0	Untreated	No
2024-4077	5/13/2024	NB Overseas HW/MM 92.3	4,000	0	Untreated	No
2025-2679	9/2/2024	NB Overseas Hwy/ MM 92.3	4,000	0	Untreated	No
2025-2679	03/27/2025	286 Gardenia St. Pump Station	10,000	0	Untreated	No

5. On December 12, 2023, the Department issued Permit Modification No. 281237-342-DWC-CM, authorizing replacement of an existing NPK Transfer Pump Station at 286 Gardenia Street with an in-line booster pump station at the same location. Respondent has stated that the construction and commissioning of this booster station would remedy the violations outlined in sub-paragraph 4(b) above. The permit did not provide a completion schedule for the in-line booster pump station, so the orders for corrective actions in this Order will establish one. Having reached a resolution of the matter Respondent and the Department mutually agree and it is

ORDERED:

6. Respondent shall comply with the following corrective actions within the stated time periods:

a) Within 60 days of the effective date of this Order, Respondent shall submit to the Department a compliance plan and implementation schedule to address the recurring pipeline ruptures resulting in unauthorized discharges. The plan must include provisions for necessary repairs and maintenance, as well as detailed steps for completion and commissioning of the in-line booster pump station at 286 Gardenia Street, as authorized in Permit Modification No. 281237-342-DWC-CM which was issued on December 12, 2023. The schedule shall specify that all construction activities will have a final completion date of no later than December 31, 2027, including the commissioning of the in-line booster pump station.

b) Within 30 days of completing construction, Respondent shall submit a Certification of Completion to the Department. This certification shall be prepared and sealed by a professional engineer licensed in the State of Florida, and must confirm that the Facility modifications were completed in accordance with provision of Permit No. 281237-342-DWC-CM.

c) If either: (1) after 6 months of having completed construction of the design modifications identified in sub-paragraph 5(a) above, the Department determines that the modifications are inadequate to resolve the violation outlined in sub-paragraph 4(b) above, or (2) the Respondent fails to complete the modifications authorized in Permit No. 281237-342-DWC-CM within the timeframe established in the approved plan and schedule required in 6(a) above, then Respondent shall retain a professional engineer licensed in the state of Florida and ensure that an engineering evaluation is completed within 3 months of the applicable event. The evaluation shall identify the cause(s) of the violations.

d) Within 6 months of the applicable event listed in sub-paragraph 6(c) above, Respondent shall submit to the Department a report containing Facility design modifications, prepared and submitted under seal by a professional engineer registered with the state of Florida, to remedy the cause(s) of the violation identified in sub-paragraph 4(b) above.

e) If a permit is required to construct the design modifications, then within 60 days of submittal of the report referenced in sub-paragraph 6(d) above, Respondent shall submit a complete application for a Department wastewater permit to construct the modifications. In the event the Department requires additional information to process the permit application Respondent shall provide a written response containing the information requested by the Department within 90 days of the date of the request.

f) Within 6 months after issuance of the wastewater permit, or if no permit is required, within 12 months of Department approval of the proposed design modification(s), Respondent shall complete construction of the modification(s).

g) Within 30 days after completion of construction, Respondent shall submit to the Department a Certification of Completion, prepared and sealed by a professional engineer licensed in the State of Florida, stating that modifications to the system have been constructed in accordance with the provisions of the Permit, if a permit is required.

h) Within 90 days of the effective date of this Order, Respondent shall submit to the Department the updated Emergency Response Plan required in Rule 62-604.500(4)(b), F.A.C., including operation and maintenance of the backup power and pumping systems required by Rule 62-604.400(2)(a), F.A.C. The Emergency Response Plan shall address power interruptions and equipment malfunctions from all causes, as required in Rule 62-604.500(4)(b), F.A.C.

7. Every six months after the effective date of this Order, Respondent shall submit to the Department a written report containing information about the status and progress for completing the corrective actions outlined in paragraph 6 of this Order. If the Respondent does not move forward with completing the pump station modifications as authorized in the aforementioned permit, then the reports shall include the status and progress of completing the proposed alternate plan. These reports shall also include a projection of the work Respondent will perform pursuant to

this Order during the 6-month period which will follow the report. Respondent shall submit the reports to the Department by January 30 and July 30 of each year covered under this Order until the pump station improvement project is completed and placed into service.

8. Notwithstanding the time periods described in the paragraphs above, Respondent shall complete all corrective actions required by Paragraph 6 within three years of the effective date of this Order and be in full compliance with Chapters 62-600, 62-620, and 62-604, F.A.C., regardless of any intervening events or alternative time frames imposed in this Order, other than those excused delays agreed to by the Department.

9. Within 60 days of the effective date of this Order, Respondent shall pay the Department \$11,320.00 in settlement of the regulatory matters addressed in this Order. This amount includes \$10,820.00 for civil penalties and \$500.00 for costs and expenses incurred by the Department during the investigation of this matter and the preparation and tracking of this Order. The civil penalty in this case includes two violations that each warrant a penalty of \$2,000.00 or more.

10. In lieu of making cash payment of \$10,820.00 in civil penalties as set forth in paragraph 9 above, Respondent may elect to offset this amount by implementing an in-kind penalty project, which must be approved by the Department. An in-kind project must be either an environmental enhancement, environmental restoration or a capital/facility improvement project and may not be a corrective action requirement of the Order or otherwise required by law. The Department may also consider the donation of environmentally sensitive land as an in-kind project. The value of the in-kind penalty project shall be one and a half times the civil penalty off-set amount, which in this case is the equivalent of at least \$16,230.00. If Respondent chooses to implement an in-kind project, Respondent shall notify the Department of its election by certified mail within 15 days of the effective date of this Consent Order. Notwithstanding the

election to implement an in-kind project, payment of the remaining \$500.00 in costs must be paid within 30 days of the effective date of the Consent Order.

11. In the event that Respondent elects to off-set civil penalties including stipulated penalties by implementing an in-kind penalty project which is approved by the Department, during the period that this Order remains in effect or during the effective date of any Department issued Permit to Respondent whichever is longer (Prohibited Transfer Duration), Respondent shall not transfer or use funds obtained by the Respondent from the collection of sewer rates for any purpose not related to the management, operation, or maintenance of the Sewer System or to any capital improvement needs of the Sewer System (hereinafter, Prohibited Transfer). Respondent shall annually certify to the Department using the Annual Certification Form located in Exhibit A to this Order that no Prohibited Transfer has occurred. In the event of any Prohibited Transfer, the In-Kind project option shall be forfeited, and entire civil penalty shall immediately become due and owing to the Department irrespective of any expenditures by the Respondent in furtherance of the In-Kind project.

12. Respondent agrees to pay stipulated penalties to the Department as follows:

a) Stipulated penalties shall be assessed for any unauthorized discharges from Respondent's collection system or treatment and disposal facilities according to the volume of the discharge and the number of days the discharge continued and/or impacted surface water, as shown below:

<u>Amount per day per Discharge</u>	<u>Discharge Volume</u>
\$1,000.00	Up to 5,000 gallons
\$2,000.00	5,001 to 10,000 gallons
\$5,000.00	10,001 to 25,000 gallons
\$10,000.00	25,001 to 100,000 gallons
\$15,000.00	in excess of 100,000 gallons

b) Stipulated penalties in the amount of \$1,000.00 shall be assessed for each and every day Respondent fails to comply with paragraph 6 of this Order, including any plans and schedules submitted by Respondent to the Department which once approved shall be made an enforceable part of this Order.

13. **In-Kind Projects to Offset Stipulated Penalties:** In lieu of making cash payment of the amount required under paragraph 12 (stipulated penalties) above, the Department, at its discretion, may allow Respondent to offset this amount by implementing an in-kind project, which must be approved by the Department. An in-kind project must be either an environmental enhancement, environmental restoration or a capital/facility improvement project. The Department may also consider the donation of environmentally sensitive land as an in-kind project. The value of the in-kind penalty project shall be one and a half times the portion of the stipulated penalty amount for which the approved project offsets. The Respondent shall request consideration of applying stipulated penalties toward an in-kind project within 15 days of notification by the Department that stipulated penalties are being assessed under paragraph 12. If acceptable, the Respondent shall comply with all the requirements and timeframes in Consent Order Exhibit A, entitled In-Kind Projects. If not acceptable, the Respondent will pay the stipulated penalties within 30 days of receipt of the Department's notification that applying the stipulated penalties to an in-kind project is not acceptable.

14. Respondent shall make all payments required by this Order by cashier's check, money order or on-line payment. Cashier's check or money order shall be made payable to the "Department of Environmental Protection" and shall include both the OGC number assigned to this Order and the notation "Water Quality Assurance Trust Fund." Online payments by e-check can be made by going to the DEP Business Portal at: <http://www.fldepportal.com/go/pay/>. It will take several days after this order is final, effective and filed with the Clerk of the Department before ability to make online payment is available.

15. Except as otherwise provided, all submittals and payments required by this Order shall be sent to Compliance Assurance Program, Department of Environmental Protection, Southeast District Office at 2796 Overseas Highway Suite 221, Marathon, FL 33050.

16. Respondent shall allow all authorized representatives of the Department access to the Facility and the Property at reasonable times for the purpose of determining compliance with the terms of this Order and the rules and statutes administered by the Department.

17. If any event, including administrative or judicial challenges by third parties unrelated to Respondent, occurs which causes delay or the reasonable likelihood of delay in complying with the requirements of this Order, Respondent shall have the burden of proving the delay was or will be caused by circumstances beyond the reasonable control of Respondent and could not have been or cannot be overcome by Respondent's due diligence. Neither economic circumstances nor the failure of a contractor, subcontractor, materialman, or other agent (collectively referred to as "contractor") to whom responsibility for performance is delegated to meet contractually imposed deadlines shall be considered circumstances beyond the control of Respondent (unless the cause of the contractor's late performance was also beyond the contractor's control). Upon occurrence of an event causing delay, or upon becoming aware of a potential for delay, Respondent shall notify the Department by the next working day and shall, within seven calendar days notify the Department in writing of (a) the anticipated length and cause of the delay, (b) the measures taken or to be taken to prevent or minimize the delay, and (c) the timetable by which Respondent intends to implement these measures. If the parties can agree that the delay or anticipated delay has been or will be caused by circumstances beyond the reasonable control of Respondent, the time for performance hereunder shall be extended. The agreement to extend compliance must identify the provision or provisions extended, the new compliance date or dates, and the additional measures Respondent must take to avoid

or minimize the delay, if any. Failure of Respondent to comply with the notice requirements of this paragraph in a timely manner constitutes a waiver of Respondent's right to request an extension of time for compliance for those circumstances.

18. The Department, for and in consideration of the complete and timely performance by Respondent of all the obligations agreed to in this Order, hereby conditionally waives its right to seek judicial imposition of damages or civil penalties for the violations described above up to the date of the filing of this Order. This waiver is conditioned upon Respondent's complete compliance with all the terms of this Order.

19. This Order is a settlement of the Department's civil and administrative authority arising under Florida law to resolve the matters addressed herein. This Order is not a settlement of any criminal liabilities which may arise under Florida law, nor is it a settlement of any violation which may be prosecuted criminally or civilly under federal law. Entry of this Order does not relieve Respondent of the need to comply with applicable federal, state, or local laws, rules, or ordinances.

20. The Department hereby expressly reserves the right to initiate appropriate legal action to address any violations of statutes or rules administered by the Department that are not specifically resolved by this Order.

21. Respondent is fully aware that a violation of the terms of this Order may subject Respondent to judicial imposition of damages, civil penalties up to \$15,000.00 per day per violation, and criminal penalties.

22. Respondent acknowledges and waives its right to an administrative hearing pursuant to sections 120.569 and 120.57, F.S., on the terms of this Order. Respondent also acknowledges and waives its right to appeal the terms of this Order pursuant to section 120.68, F.S.

23. Electronic signatures or other versions of the parties' signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals. No modifications of the terms of this Order will be effective until reduced to writing,

executed by both Respondent and the Department, and filed with the clerk of the Department.

24. The terms and conditions set forth in this Order may be enforced in a court of competent jurisdiction pursuant to sections 120.69 and 403.121, F.S. Failure to comply with the terms of this Order constitutes a violation of section 403.161(1)(b), F.S.

25. This Consent Order is a final order of the Department pursuant to section 120.52(7), F.S., and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, F.S. Upon the timely filing of a petition, this Consent Order will not be effective until further order of the Department.

26. Persons who are not parties to this Consent Order, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under sections 120.569 and 120.57, Florida Statutes. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition concerning this Consent Order means that the Department's final action may be different from the position it has taken in the Consent Order.

The petition for administrative hearing must contain all the following information:

- a) The OGC Number assigned to this Consent Order;
- b) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding;
- c) An explanation of how the petitioner's substantial interests will be affected by the Consent Order;
- d) A statement of when and how the petitioner received notice of the Consent Order;

- e) Either a statement of all material facts disputed by the petitioner or a statement that the petitioner does not dispute any material facts;
- f) A statement of the specific facts the petitioner contends warrant reversal or modification of the Consent Order;
- g) A statement of the rules or statutes the petitioner contends require reversal or modification of the Consent Order; and
- h) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Consent Order.

The petition must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000 or received via electronic correspondence at Agency_Clerk@floridadep.gov, within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the District Office at Southeast District, 2796 Overseas Highway Suite 221, Marathon, FL 33050. Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under sections 120.569 and 120.57, Florida Statutes. Before the deadline for filing a petition, a person whose substantial interests are affected by this Consent Order may choose to pursue mediation as an alternative remedy under section 120.573, Florida Statutes. Choosing mediation will not adversely affect such person's right to request an administrative hearing if mediation does not result in a settlement. Additional information about mediation is provided in section 120.573, Florida Statutes and Rule 62-110.106(12), Florida Administrative Code.

27. Rules referenced in this Order are available at <http://www.dep.state.fl.us/legal/Rules/rulelist.htm>

FOR THE RESPONDENT:

Ron Saunders Date
Village Manager
Islamorada Village of Islands

DONE AND ORDERED this ____ day of _____, 2025, in Palm Beach County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Sirena Davila
Director, Southeast District

Filed, on this date, pursuant to section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Clerk

Date

Copies furnished to:
Lea Crandall, Agency Clerk
Mail Station 35

Exhibit A
In-Kind Projects

Introduction

Proposal

Within 60 days of the effective date of this Consent Order, or of the Department's notification that applying stipulated penalties to an in-kind project is acceptable, Respondent shall submit, by certified mail, a detailed in-kind project proposal to the Department for evaluation. The proposal shall include a summary of benefits, proposed schedule for implementation and documentation of the estimated costs which are expected to be incurred to complete the project. These costs shall not include those incurred in developing the proposal or obtaining approval from the Department for the in-kind project.

Proposal Certification Form

The proposal shall also include a Certification by notarized affidavit from a senior management official for _____ (insert name of Respondent) who shall testify as follows:

1. My name is _____ (print or type name of senior management official) and do hereby testify under penalty of law that:

a) I am a person with management responsibilities for _____ (print or type name of Respondent) budget and finances. During the eighteenth month period prior to the effective date of Consent Order OGC Case No.: _____ there has not been any transfer or use of funds obtained by the _____ (print or type name of Respondent) from the collection of sewer rates for any purpose not related to the management, operation, or maintenance of the Sewer System or to any capital improvement needs of the Sewer System.

b) I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowingly submitting false information in this certification.

Sworn to and subscribed before me, by means of physical presence or online notarization, this ____ day of _____, 20__ by

Personally, known or by Production of the following Identification _____
Notary Public, State of Florida
Printed/typed or stamped name:
My Commission Expires: _____
Commission/Serial No.: _____

Annual Certification Form

1. My name is _____ (print or type name of senior management official) and do hereby testify under penalty of law that:

a) I am a person with management responsibilities for _____ (print or type name of Respondent) budget and finances. During the twelve month period immediately preceding the notary date on this Certification, there has not been any transfer or use of funds obtained by the _____ (print or type name of Respondent) from the collection of sewer rates for any purpose not related to the management, operation, or maintenance of the Sewer System or to any capital improvement needs of the Sewer System.

b) I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowingly submitting false information in this certification.

Sworn to and subscribed before me, by means of physical presence or online notarization, this ____ day of _____, 20__ by

Personally, known or by Production of the following Identification _____
Notary Public, State of Florida
Printed/typed or stamped name:
My Commission Expires: _____

Commission/Serial No.: _____

c) If the Department requests additional information or clarification due to a partially incomplete in-kind project proposal or requests modifications due to deficiencies with Department guidelines, Respondent shall submit, by certified mail, all requested additional information, clarification, and modifications within 15 days of receipts of written notice.

d) If upon review of the in-kind project proposal, the Department determines that the project cannot be accepted due to a substantially incomplete proposal or due to substantial deficiencies with minimum Department guidelines; Respondent shall be notified, in writing, of the reason(s) which prevent the acceptance of the proposal. Respondent shall correct and redress all the matters at issue and submit, by certified mail, a new proposal within 30 days of receipt of written notice. In the event that the revised proposal is not approved by the Department, Respondent shall make cash payment of the civil penalties as set forth in paragraph 14 of this Order, within 30 days of Department notice.

e) Within 120 days of the effective date of this Consent Order, or, of the Department's notification that applying stipulated penalties to an in-kind project is acceptable Respondent shall obtain approval for an in-kind project from the Department. If an in-kind project proposal is not approved by the Department within 120 days of the effective date of this Consent Order, or, of the Department's notification that applying stipulated penalties to an in-kind project is acceptable then Respondent shall make cash payment of the civil penalties as set forth in paragraph 14 of this Order, within 30 days of Department notice.

f) Within 180 days of obtaining Department approval for the in-kind proposal or in accordance with the approved schedule submitted pursuant to paragraph 2(a) above, Respondent shall complete the entire in-kind project.

g) During the implementation of the in-kind project, Respondent shall place appropriate sign(s) at the project site indicating that Respondent's involvement with the project is the result of a Department enforcement action. Respondent may remove the sign(s) after the project has been completed. However, after the project has been completed Respondent shall not post any sign(s) at the site indicating that the reason for the project was anything other than a Department enforcement action.

h) In the event, Respondent fails to timely submit any requested information to the Department, fails to complete implementation of the in-kind project or otherwise fails to comply with any provision of this paragraph, the in-kind penalty

project option shall be forfeited, and the entire amount of civil penalties shall be due from the Respondent to the Department within 30 days of Department notice. If the in-kind penalty project is terminated and Respondent timely remits the \$7,320 penalty, no additional penalties shall be assessed for failure to complete the requirement of this paragraph.

i) Within 15 days of completing the in-kind project, Respondent shall notify the Department, by certified mail, of the project completion and request a verification letter from the Department. Respondent shall submit supporting information verifying that the project was completed in accordance with the approved proposal and documentation showing the actual costs incurred to complete the project. These costs shall not include those incurred in developing the proposal or obtaining approval from the Department for the project.

j) If upon review of the notification of completion, the Department determines that the project cannot be accepted due to a substantially incomplete notification of completion or due to substantial deviations from the approved in-kind project; Respondent shall be notified, in writing, of the reason(s) which prevent the acceptance of the project. Respondent shall correct and redress all the matters at issue and submit, by certified mail, a new notification of completion within 15 days of receipt of the Department's notice. If upon review of the new submittal, the Department determines that the in-kind project is still incomplete or not in accordance with the approved proposal, the in-kind penalty project option shall be forfeited, and the entire amount of civil penalty shall be due from the Respondent to the Department within 30 days of Department notice. If the in-kind penalty project is terminated and Respondent timely remits the \$7,320, no additional penalties shall be assessed for failure to complete the requirements of this paragraph.



Council Communication

To: Mayor and Village Council
From: Marne McGrath, Village Clerk
Date: November 10, 2025
SUBJECT: **Approval of 2026 Regular and Land Use Council Meetings Calendar TAB 19**

Background:

The 2026 Council Meeting calendar is presented for Council's consideration and approval. The draft calendar was created using our standard schedule of the Land Use meetings being held on the second Thursday of each month and the Regular Meetings on the Tuesday immediately preceding.

Analysis:

Staff requests that Council identify any known conflicts prior to approving the calendar. Because certain agenda items require statutory notice periods, confirming accurate meeting dates now will help ensure compliance and minimize the need for future adjustments.

Florida Keys Day: The exact date has not yet been announced, though it typically takes place in late winter or early spring. Council has historically participated in this Tallahassee event; if the timing conflicts with a scheduled meeting, the calendar can be amended later to accommodate attendance.

Florida League of Cities Annual Conference (August 12–15, 2026 – Orlando): This conference coincides with the scheduled August Land Use Meeting. Since conference activities begin early on August 13, Council should select an alternate date for that month's Land Use Meeting to allow for travel on the 12th.

Budget Meetings: Tentative budget-related meeting dates are included and will be updated when workshops and hearings are scheduled.

November 2026 Meetings and Election Certification: The General Election will be held on Tuesday, November 3, 2026. Under the proposed calendar, the Regular Meeting would occur on Tuesday, November 10, and the Land Use Meeting on Thursday, November 12.

However, the election results are not certified until 8:00 a.m. on Tuesday, November 17, 2026 (the 14th day after the election).

Therefore, Council should determine whether the November meetings will be conducted by the current seated Council or postponed until after certification so the newly elected Council may preside.

Budget Impact:

There is no known budgetary impact to approving the meeting calendar.

Staff Impact:

Impact to staff should be minimal, as staff will prepare for the meetings regardless.

Recommendation:

Approve the 2026 Council Meetings calendar with any necessary adjustments.

Attachments: 1. Proposed 2026 Council Meeting Calendar

Tentative 2026 Regular Village Council Meetings Calendar

Regular Village Council Meeting dates indicated with blue

Agenda Item Deadline - COB

Date range for Budget Meetings - subject to change

All dates are tentative and subject to change

January							February							March						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7	1	2	3	4	5	6	7
4	5	6	7	8	9	10	8	9	10	11	12	13	14	8	9	10	11	12	13	14
11	12	13	14	15	16	17	15	16	17	18	19	20	21	15	16	17	18	19	20	21
18	19	20	21	22	23	24	22	23	24	25	26	27	28	22	23	24	25	26	27	28
25	26	27	28	29	30	31								29	30	31				

April							May							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1	2		1	2	3	4	5	6
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30				

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July							August							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1			1	2	3	4	5	
5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	7	8	9	10	11	12
12	13	14	15	16	17	18	9	10	11	12	13	14	15	13	14	15	16	17	18	19
19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26
26	27	28	29	30	31		23	24	25	26	27	28	29	27	28	29	30			
							30	31												

October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
25	26	27	28	29	30	31	29	30						27	28	29	30	31		

Holiday Observances (office closures in bold font and yellow highlight)

Jan 01	New Year's Day		Jan 19	MLK Day		Feb 16	Presidents' Day
May 25	Memorial Day		Jun 19	Juneteenth		Jul 03	Independence Day
Sep 07	Labor Day		Nov 11	Veterans Day		Nov 26-27	Thanksgiving Holiday
Dec 24-25	Christmas Holiday		Dec 31	New Year's Eve 1/2 day			

Florida Keys Day - TBA

FLC Conference - August 13 -15

