



Islamorada, Village of Islands

REGULAR VILLAGE COUNCIL MEETING

January 6, 2026 - 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
- V. **CITIZENS' ADVISORY COMMITTEE REPORTS & APPOINTMENTS**
 - A. Land Acquisition Advisory Committee Report – Chair Greg Dully
 - B. Appointment to the Workforce/Affordable Housing Committee for Term Ending December 31, 2027 **TAB 1**
- VI. **MAYOR / COUNCIL COMMUNICATIONS**
- VII. **VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS**
- VIII. **PUBLIC COMMENT**

This is general public comment. It provides an opportunity for the public to speak about matters that are pertinent to the Village but not scheduled elsewhere on the agenda. The mayor opens public comment on agenda items throughout the meeting.)
- IX. **CONSENT AGENDA**
 - A. December 9, 2025 Regular Council Meeting Minutes **TAB 2** Marne McGrath, Village Clerk
 - B. Resolution Approving Work Authorization No. 7 with Conch Tree and Landscape Professionals Inc. for Invasive Plant Management Services **TAB 3** Peter Frezza, Environmental Resources Manager
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 7 WITH CONCH TREE AND LANDSCAPE PROFESSIONALS INC., FOR INVASIVE PLANT MANAGEMENT

SERVICES; 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

- C. Resolution Approving Work Authorization No. 1 with CBT Construction Development for Green Turtle Hammock Preserve Classroom Demolition **TAB 4** Peter Frezza, Environmental Resources Manager

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 1 WITH CBT CONSTRUCTION DEVELOPMENT INC., FOR GREEN TURTLE HAMMOCK PRESERVE CLASSROOM DEMOLITION 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 PROJECT AGREEMENT FOR WORK AUTHORIZATION NO. 1; AND PROVIDING FOR AN EFFECTIVE DATE

- D. Resolution Approving Amendment 2 to FDOT Public Transit Service Development Grant **TAB 5** Alyssa Panzer, Grants and Environmental Coordinator

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AMENDMENT 2 TO GRANT AGREEMENT G2M67 BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE REIMBURSEMENT FUNDING FOR PUBLIC TRANSPORTATION DEVELOPMENT THROUGH EXPANSION OF THE FREEBEE PROGRAM; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

- E. Resolution Acknowledging and Accepting FDOT Right-of-Way Encroachments Associated with the SR 5/Us-1 Mill and Resurface Roadway Project from West of Venetian Boulevard to North of Executive Bay Club **TAB 6** A.J. Engelmeyer, Public Works Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ACKNOWLEDGING AND APPROVING AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR OFF-SYSTEM CONSTRUCTION AND MAINTENANCE RELATED TO RIGHT-OF-WAY ENCROACHMENTS ASSOCIATED WITH THE SR 5/US-1

MILL AND RESURFACE ROADWAY PROJECT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

- F. Resolution for Approval of Amendment to the Village-owned Parks Special Events Policy and Fee Schedule **TAB 7** Maria Bagiotti, Founders Park Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AMENDMENT TO THE VILLAGE-OWNED PARKS SPECIAL EVENTS POLICY AND FEE SCHEDULE; AUTHORIZING THE VILLAGE MANAGER TO IMPLEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

- G. Resolution Opposing New Off-Shore Oil and Gas Leasing **TAB 8** Marne McGrath, Village Clerk

RESOLUTION OPPOSING THE INCLUSION OF NEW OFFSHORE OIL AND GAS LEASING OFF THE COAST OF FLORIDA IN THE FIVE-YEAR NATIONAL OUTER CONTINENTAL SHELF OIL AND GAS LEASING PROGRAM

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

XI. **RESOLUTIONS**

- A. Resolution Establishing a Charter Review Committee **TAB 9** John Quick, Interim Village Attorney

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ESTABLISHING A CHARTER REVIEW COMMITTEE TO PROVIDE RECOMMENDATIONS TO THE VILLAGE COUNCIL REGARDING THE VILLAGE CHARTER; AND PROVIDING AN EFFECTIVE DATE.

XII. **MOTIONS**

XIII. **ADJOURNMENT**

Options for Viewing the Village Council Meeting:

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

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

Public Participation 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: January 6, 2026
SUBJECT: FKAA Update on the Plantation Key Transmission Main Replacement Project - Project
Manager Aaron Cutler

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From: Marne McGrath, Village Clerk
Date: January 6, 2026
SUBJECT: **Appointment to the Workforce/Affordable Housing Committee for Term Ending December 31, 2027 TAB 1**

Background:

Paige Presnell has resigned from the Workforce/Affordable Housing Citizens Advisory Committee. The vacancy was published several times in the Village newsletter.

Analysis:

We received one application from Frank Derfler. The appointment expires December 31, 2027.

Budget Impact:

There is no budget impact associated with the appointment.

Staff Impact:

Clerk's staff will notify the applicant of the appointment and provide onboarding documents. The Planning Director is the staff liaison to the committee and may need to be available for questions and guidance.

Recommendation:

Appoint Frank Derfler to the Workforce/Affordable Housing Committee for a term ending December 31, 2027.

Attachments: 1. 12 02 2025_Frank Derfler - WAHAC

From: noreply@civicplus.com
To: [Marne McGrath](#)
Subject: Online Form Submittal: Boards & Committees Application
Date: Tuesday, December 2, 2025 3:57:31 PM

This Message Is From an External Sender

This message came from outside your organization.

[Report Suspicious](#)

Boards & Committees Application

Field not completed.

Committee(s) Applying for: Workforce/Affordable Housing Citizens' Advisory Committee

Personal Information

First Name Frank

Last Name Derfler

Address1 88005 Overseas Highway

Address2 Suite 10 PMB 120

City Islamorada

State FL

Zip 33036

Phone Number 3053936937

Email Address fderfler@gmail.com

Occupation Retired

Residency Information

Length of Residency in Islamorada Since 1998

Are you a registered voter Yes

Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees?	Yes
If yes, which	Land Acquisition Advisory Committee
Have you served on a Board, Commission, or Committee before?	No
If yes, which	<i>Field not completed.</i>
Please list organization memberships and positions held	Past president, Upper Keys rotary. No other board or corporate positions at this time.
Please List Areas of Special Interest	Community Service. The continued success of our Village and community.
Please Upload Letter of Interest	Application December 25.pdf

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

FRANK J DERFLER
140 GUMBO LIMBO LANE
ISLAMORADA
305 393 6937 FDERFLER@GMAIL.COM

12/02/2025

Application for Workforce/Affordable Housing Citizens' Advisory Committee

Village of Islamorada Council Members

I would like to serve on the Workforce/Affordable Housing Citizens' Advisory Committee. I've been a full-time resident on Plantation Key in a homesteaded property since before the Village was established.

I'm not a Realtor or a builder. I am a property investor, but the only property I own in Monroe County is my residence. My wife and I own Section 8 subsidized housing in Hillsborough County. I have years of experience with the financial and personal aspects of affordable housing. I understand the subsidies and the barriers. I have worked with tenants, counselors, inspectors, maintainers, and financial managers.

Hillsborough County requires landlords to attend training and I've been through that county's landlord and property management in-class courses.

I held responsible positions on the boards of several 501(c)(3) organizations in the Village and I fully understand the available salaries and needs of employees.

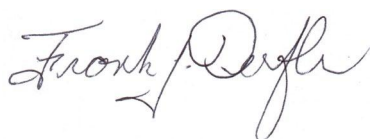
I served for a year on the Tenant Selection Committee of Habitat For Humanity – Of The Upper Keys. I visited the homes of prospective tenants and worked with them to understand the expectations and requirements for Habitat housing.

In my part time role as a writer for Keys Weekly, I follow the Monroe County School District's Trumbo Road workforce housing initiative. While it is unique, it can also inspire initiatives in the Village.

I'm also familiar with the Monroe County Housing Authority's properties and I know that Newport Village opened in 1990 and pretty much nothing has happened in the Upper Keys since then.

I currently serve on the Land Acquisition Advisory Committee which only meets quarterly. Those meetings give me a broad knowledge of properties in the Village.

Thank you for your consideration!



Frank J. Derfler, Gumbo Limbo Lane, Islamorada.



Islamorada, Village of Islands

REGULAR VILLAGE COUNCIL MEETING

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

MINUTES

I. CALL TO ORDER / ROLL CALL

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

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

ABSENT:

Council Member Friedman was attending via Zoom. Pursuant to Council's Rules of Procedure, he was able to vote on items but not to participate in the quasi-judicial hearings as in-person attendance is required.

II. PLEDGE OF ALLEGIANCE

Ty Harris led the Pledge of Allegiance.

III. AGENDA: Requests for Deletion / Emergency Additions

Mayor Mahoney announced the January 18 'Mangrove' Mike Forster Dog Park Dedication at Founders Park. She asked attendees to bring a non-perishable food item.

There were no emergency additions or deletions to the agenda.

IV. REPORTS, PRESENTATIONS AND ANNOUNCEMENTS

A. Nomination and Election of Mayor & Vice Mayor John Quick, Interim Village Attorney

Mayor Mahoney noted that she had a request to move public comment.

Motion moved up to permit Council Member Friedman to leave on Zoom, if necessary.

Village Attorney John Quick introduced the process for Council to nominate and elect a Mayor and Vice Mayor pursuant to the Village Charter.

Council Member Gillis nominated Vice Mayor Horton for Mayor. The vote was unanimous to elect Don Horton as Mayor.

Council Member Gillis nominated Mayor Mahoney for Vice Mayor. The vote was unanimous to elect Sharon Mahoney as Vice Mayor.

ACTION: Motion to Approve the Nomination of Don Horton as Mayor item IV.A. by Deb Gillis second by Anna Richards;
Motion Passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

ACTION: Motion to Approve the Nomination of Shron Mahoney as Vice Mayor item IV.A. by Anna Richards second by Steve Friedman;
Motion Passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

Mayor Horton assumed the Chair and briefly recessed the meeting at 6:06 p.m. The meeting reconvened at 6:11 p.m.

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

Aaron Cutler provided an update on the Transmission Main Replacement Project, approaching Bessie Ave. They have had discussions with MCSO and the School District to keep the intersection open during school drop off and pick-up times. It is expected that all work will be done by December 23 and they will be finished in the Village. Work will restart after the holidays on the Tavernier side of the creek.

C. Freebee/FDOT Grant Discussion and Direction **TAB 1**

Village Manager Ron Saunders introduced the item regarding whether to extend participation in the existing transportation grant and requested an update from Environmental and Grants Coordinator Alyssa Panzer. Ms. Panzer reported that the Village was awarded a \$276,665 state grant with a required match, funding approximately 40,000 rides.

The State has approved the next year of funding; however, if the Village does not move forward with the FY 2026 grant, the current contract will end in summer 2026. To proceed, the FY 2026 budget would need to be amended by \$276,665, or the contract would close. She also explained that implementing a \$2.50 rider fee would reduce the Village's monthly financial obligation, as fees would be deducted from invoices and extend program sustainability.

Council discussion emphasized the competitiveness of the grant, noting that the Village was one of only nine communities selected out of approximately 30 applicants. Council members expressed support for accepting the grant, citing the

program's positive community impact and public support, and noted that there is no obligation to continue the program long-term if circumstances change.

Several members supported exploring a rider fee as part of the solution. They requested further evaluation of alternative providers, service models, and additional transit options, including intercity or loop shuttle concepts.

Direction was given to proceed with accepting the FY 2026 grant, amend the budget as required, and continue evaluating rider fees and additional transportation options to improve sustainability and service delivery.

D. Status Update on the Comprehensive Plan

Planning Director Jennifer DeBoisbriand provided an update on the comprehensive planning process. She reported that staff are currently providing feedback to Able City East, and that a public draft is anticipated within the next one to two months. Able City East will host a public workshop to present the draft, followed by a presentation to the LPA.

Staff are also evaluating options for a comprehensive LPA meeting. Ms. DeBoisbriand clarified that staff continue to incorporate public input throughout the process and that the Village cannot refuse applications for comprehensive plan amendments not initiated by the Village.

Council discussed the potential impacts of Senate Bill 180, including concerns regarding burdensome requirements. It was noted that the Florida League of Cities is reviewing the legislation and that discussions are ongoing in Tallahassee regarding a potential "fix-it" bill, which may provide relief or exemptions; absent legislative changes, impacts may need to be addressed on a case-by-case basis.

Council also discussed reestablishing a Charter Review Committee, noting the last review occurred approximately 15 years ago. Consensus was reached to target June as the latest feasible timeframe to advance the process, subject to ballot deadlines. Council agreed the committee should consist of seven members, with each Council Member appointing one member and the remaining two selected at-large from applications. Direction was given to advertise for applicants through the Village newsletter to develop a pool of interested candidates.

V. CITIZENS' ADVISORY COMMITTEE REPORTS & APPOINTMENTS

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

Chair Wightman summarized the latest Parks and Recreation Committee meeting.

VI. MAYOR / COUNCIL COMMUNICATIONS

Mayor Don Horton wished everyone a Merry Christmas and Happy New Year and honored the village employees with December birthdays.

VII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

Village Attorney John Quick wished everyone happy holidays.

Village Manager Ron Saunders reported that he and Mayor Don Horton were appointed to serve on the Florida League of Cities (FLC) Advocacy Committee, noting no other Florida Keys communities were invited to participate. He also reported meeting with various state officials and legislative committee members and requested Council input on advocacy priorities.

Mayor Horton noted discussions with other mayors regarding properties that do not pay property taxes and advised the topic will be placed on a future FLC Advocacy Committee agenda.

Mr. Saunders also provided an update on the baseball license agreement, noting the School Board met the same evening and approved the agreement, with only a few remaining issues and the parties being close to finalizing terms. He recommended leaving the item on the agenda to allow for public input.

Mayor Horton expressed interest in holding a special joint meeting with the School Board, and staff indicated that School Board staff had advised against a joint meeting at this time. Council Member Gillis reported having spoken with a School Board member who believed the item was for discussion only and not a vote, and requested that the Council and School Board at least discuss the matter.

A. Discussion Regarding Potential RFP/RFQ Opportunities for Paid Parking and Machado Property

Village Manager Ron Saunders reported on preliminary discussions with two companies regarding the potential implementation of paid parking within the Village, including one company currently operating in Key West. Council discussed initiating an RFP process to explore options and begin formal evaluation. Possible initial locations for paid parking were discussed.

Council also discussed the Machado property for workforce housing. Discussion included whether the Village should retain ownership of the property through a lease arrangement or sell the property outright to a developer. Some Council members expressed that housing development should not be a Village function, while others noted that retaining ownership of the land could be in the Village's long-term interest.

Direction was given to place multiple options before the Council, including sale or lease arrangements, and to move forward with exploring proposals related to both paid parking and workforce housing opportunities.

B. Discussion Regarding TDR Banking/Registry Program **TAB 2**

Planning Director Jennifer DeBoisbriand noted that in February 2025, staff proposed a banking option for holding TDRs for applicants until the applicant has a receiver site. Marathon has a similar program, and ours would be modeled on that. Council direction was to move forward, although there was some concern about time limits for the program.

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 Don Horton opened public comment.

Speakers included:

Charlie Mather
Ken Thomas
Roland Moore
Jamie Engel
Joe Ziomek
Joe Wischmeier
Barry Wra
Dr. Harold Dalton
Kelly Borich
Tom Vitale

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

IX. CONSENT AGENDA

Mayor Don Horton reopened public comment on the Consent Agenda.

Speakers included:

Joe Wischmeier
Ed Davidson
Barry Wray

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

Council Member Deb Gillis pulled Tab 5 for discussion.

ACTION:

Motion to Approve except for Tab 5 item IX. by Anna Richards second by Deb Gillis;

Motion Passed with a 5:0 vote

AYES:

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

NAYS:

None

ABSTAIN:

None

A. Meeting Minutes: TAB 3

Executive Session - November 10, 2025

Regular Council Meeting - November 10, 2025

Land Use Council Meeting - November 13, 2025

Special Call Village Council Meeting - November 17, 2025 Marne

McGrath, Village Clerk

B. Resolution Approving Work Authorization No. 2 with RES Florida Consulting, LLC, for Continued Water Quality and Benthic

Vegetation Monitoring in Village Canals **TAB 4** Peter Frezza,
Environmental Resources Manager

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 2 WITH RES FLORIDA CONSULTING LLC FOR PROFESSIONAL SERVICES FOR WATER QUALITY AND BENTHIC VEGETATION MONITORING IN VILLAGE CANALS; 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 PROJECT AGREEMENT FOR WORK AUTHORIZATION NO. 2; AND PROVIDING FOR AN EFFECTIVE DATE

- D. Authorization of Additional FY 2025-26 IT Subscription Expenditures – SHI International Corp. **TAB 6** Vince Tarves, IT Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AUTHORIZING AN ADDITIONAL NOT-TO-EXCEED AMOUNT OF \$33,000 FOR INFORMATION TECHNOLOGY SUBSCRIPTION SERVICES FROM SHI INTERNATIONAL CORP. FOR FISCAL YEAR 2025-26; CONFIRMING THE TOTAL ANNUAL SUBSCRIPTION COST OF \$78,009.30; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

- E. Approve Authorization for Council Members to Travel to Florida Keys Day in Tallahassee **TAB 7** Marne McGrath, Village Clerk
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING COUNCIL MEMBERS, CHARTER OFFICERS, AND KEY PERSONNEL TO ATTEND FLORIDA KEYS DAY IN TALLAHASSEE, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

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

XI. **RESOLUTIONS**

- C. Approval of the Amendment to Founders Park Admission Policies and Fee Schedule **TAB 5** Maria Bagiotti, Founders Park Director
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AMENDMENT TO THE FOUNDERS PARK ADMISSION POLICIES AND TO REVISE THE FOUNDERS PARK FEE SCHEDULE;

AUTHORIZING THE VILLAGE MANAGER TO IMPLEMENT CORRECTIONS; AND PROVIDING FOR AN EFFECTIVE DATE

Council discussed potential pricing impacts related to park use fees, particularly as they may affect nonprofit organizations and hotel or short-term rental (STR) guests. Council Member Gillis expressed concern that these groups could be disproportionately impacted, noting that hotel and STR properties already pay an additional 5% sales tax and that many hotel guests, particularly those staying at resorts, may not utilize park facilities.

Concerns were raised that smaller hotels and lower-end accommodations could be unfairly penalized and that implementing tiered pricing could create administrative challenges.

Other Council members expressed support for charging hotel guests, with discussion noting estimates that approximately 30% of park users may be hotel guests or non-residents. Council emphasized the importance of identifying ways to reduce the financial burden on Village taxpayers.

ACTION: Motion to Approve item IX.C. by Sharon Mahoney second by Anna Richards;
Motion Passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

- A. Resolution Approving a Professional Services Agreement Between Raftelis Financial Consultants, Inc., and Islamorada, Village of Islands, to Perform a Wastewater Rate and Capacity Fee Study for the Village’s Wastewater Utility **TAB 8** A.J. Engelmeyer, Public Works Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE PIGGYBACKING OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN RAFTELIS FINANCIAL CONSULTANTS, INC., AND MARTIN COUNTY, FLORIDA, TO PERFORM A WASTEWATER RATE AND CAPACITY FEE STUDY FOR THE VILLAGE’S WASTEWATER UTILITY; 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 WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

Public Works Director A.J. Engelmeyer introduced the item in response to direction received during the Wastewater Workshop and noted the expense is currently budgeted.

Council discussed the need for updated data and cost information, with requests to utilize the 2022 data and revise it as necessary. Staff reported that meetings have been held with stakeholders and the vendor, including regular coordination related to the consent order and close collaboration with the Florida Keys Wastewater Treatment District.

Council requested additional information, including clarification of historical charges, reference to the ten-year forecast completed in March 2022, and whether a not-to-exceed amount with negotiated terms could be established.

Mayor Don Horton opened public comment.

Speakers included:
Joe Wischmeier

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

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

- B.** Resolution to Approve Baseball Field License Agreement and Use Agreement with the School Board of Monroe County **TAB 9** Ron Saunders, Village Manager

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A BASEBALL FIELD LICENSING AGREEMENT WITH THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE BASEBALL FIELD LICENSING AGREEMENT; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE

Village Manager Ron Saunders presented proposed agreements related to use and licensing of the baseball field, noting uncertainty regarding recent School Board actions and requesting Council direction on potential negotiation changes.

Council discussed concerns regarding agreement terms, including the review period, termination provisions, consistency with the existing Interlocal Agreement (ILA), clarity of amendment language, maintenance responsibilities, turf replacement, and weekend use. Several members expressed discomfort approving the agreements as drafted, citing inconsistencies, outdated language carried over from prior agreements, and a lack of clarity regarding Village control and oversight.

Council consensus was to pursue a five-year term, consistent across the ILA and related agreements, and to seek clearer language regarding termination, amendment procedures, maintenance responsibilities, and Village approval authority. Members requested a clearer comparison of proposed changes, clarification of review timelines, and identification of specific negotiation objectives for staff. Concerns were also raised about approving agreements containing errors or provisions that did not align with Council expectations.

Mayor Don Horton opened public comment.

Speakers included:

Capt. Ed Davidson
Jamie Engel
Tony Hammon
Barry Wray

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

Consensus direction was given to proceed with revisions incorporating Council input, including a five-year term, clarification of maintenance responsibilities, weekend use provisions, and review timelines, and to return the revised agreements to Council at a future meeting. No formal action was taken.

Council Member Steve Freidman had to catch a flight and left the meeting at 8:46 p.m.

- C. Resolution to Repeal and Replace the Building Department Fee Schedule **TAB 10** Sheila Denoncourt, Building Services Director
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, REPEALING AND REPLACING BUILDING DEPARTMENT FEES AS ADOPTED BY THE VILLAGE COUNCIL IN RESOLUTION 19-08-56 PROVIDING FOR CONFLICTS AND FOR AN EFFECTIVE DATE

Mayor Don Horton opened public comment.

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

ACTION: Motion to Approve item XI.C. by Anna Richards second by Sharon Mahoney;

Motion Passed with a 4:0 vote

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

NAYS: None

ABSTAIN: None

- D. Resolution Approving the Conceptual Plan Presented by FDOT for the Proposed US-1 Capacity Improvement Through the PKS School Zone, Allowing the Project to Advance to its Next Stages of Refinement **TAB 11** A.J. Engelmeyer, Public Works Director
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE

CONCEPTUAL MODIFICATION PRESENTED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO EXTEND THE TWO-LANE SECTION OF US-1 THROUGH THE PLANTATION KEY SCHOOL (PKS) SCHOOL ZONE; AND PROVIDING FOR AN EFFECTIVE DATE

AJ Englemeyer presented FDOT's concept to alleviate some of the traffic in the school zone. The proposed plan extends the merge lane to two lanes of traffic to the end of the school zone.

Mayor Don Horton opened public comment.

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

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

Motion Passed with a 4:0 vote

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

NAYS: None

ABSTAIN: None

XII. ORDINANCES

- A.** Ordinance Amending Policy 1-3.1.3: Institute a Program for Transfer of Development Rights - **SECOND READING TAB 12** Jennifer DeBoisbriand , Planning Director, Daniel Parobok, Senior Environmental Planner/Biologist, Rebecca Jetton, Village Consultant

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING POLICY 1-3.1.3: INSTITUTE A PROGRAM FOR TRANSFER OF DEVELOPMENT RIGHTS; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

Village Attorney John Quick announced Tabs 12 and 13 as companion ordinances and stated a preference to consider them as one item with separate votes for each.

Planning Director Jennifer DeBoisbriand introduced the item, noting that this is the second reading. Dept of Commerce objected, but staff believes Commerce doesn't understand the subject matter of the ordinance. Commerce suggested these particular changes, so staff will clarify with Commerce.

Mayor Don Horton opened public comment.

Speakers included:

Joe Wischmeier

Ty Harris

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

comment.

ACTION: Motion to Approve item XII.A. by Deb Gillis second by Anna Richards;
Motion Passed with a 4:0 vote

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

NAYS: None

ABSTAIN: None

- B.** Ordinance Amending Code Sections 30-504 and 30-506 - Transfer of Development Rights - **SECOND READING TAB 13** Jennifer DeBoisbriand , Planning Director, Daniel Parobok, Senior Environmental Planner/Biologist, Rebecca Jetton, Village Consultant

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING VILLAGE CODE SECTIONS 30-504, TRANSFER PROCEDURE AND SECTION 30-506, TRANSFER OF DEVELOPMENT RIGHTS FOR RESIDENTIAL DWELLING UNITS AND DENSITY; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

ACTION: Motion to Approve item XII.B. by Deb Gillis second by Anna Richards;
Motion Passed with a 4:0 vote

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

NAYS: None

ABSTAIN: None

XIII. QUASI-JUDICIAL

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

- A.** Ordinance to Amend Future Land Use Map from Conservation to Mixed Use and Establish a New Subarea Policy at a Property on Overseas Hwy with RE # 00096850-000200 - **FIRST READING TAB 14** Jennifer DeBoisbriand , Planning Director

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF TY HARRIS PA, AGENT FOR HORSE PENS LLC TO AMEND THE VILLAGE'S FUTURE LAND USE MAP FROM CONSERVATION (C) TO MIXED USE (MU) FOR THE SUBJECT PROPERTY, ON OVERSEAS HIGHWAY LOCATED ON UPPER MATECUMBE KEY, WITH REAL ESTATE NUMBER 00096850-000200 AND TO ESTABLISH A NEW SUB-AREA POLICY UNDER OBJECTIVE 1-2.11, AS LEGALLY DESCRIBED HEREIN, AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE

**APPROVAL OF THIS ORDINANCE BY THE STATE
DEPARTMENT OF COMMERCE.**

Village Attorney John Quick introduced Tabs 14 and 15 as companion items.

Council was asked to disclose any ex parte communications:

Council Member Deb Gillis - Cheryl Culberson

Council Member Anna Richards - Ty Harris

Mayor Don Horton - Ty Harris and another relator whose name he doesn't recall

Vice Mayor Sharon Mahoney - None

Planning Director Jennifer DeBoisbriand introduced the requests on first reading. Ty Harris, representing the applicant, introduced their request. He noted that prior to incorporation, there was an existing riding stable. This was a request to make the stable a legal use rather than nonconforming and possible future affordable housing. The problem we've been seeing regarding zoning changes were made at incorporation. Ty Harris clarified that the applicants do not have any intention of removing the stables.

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

In favor:

None

Opposed:

Joe Wischmeier

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

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

Motion Passed with a 4:0 vote

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

NAYS: None

ABSTAIN: None

- B.** Ordinance to Amend the Official Zoning Map from Conservation to Neighborhood Commercial for a Property on Overseas Hwy with RE# 00096850-000200 - **FIRST READING TAB 15** Jennifer DeBoisbriand , Planning Director

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF TY HARRIS PA, AGENT FOR HORSE PENS LLC, TO AMEND THE OFFICIAL ZONING MAP FROM CONSERVATION (C) TO NEIGHBORHOOD COMMERCIAL (NC) FOR THE SUBJECT PROPERTY ON OVERSEAS HIGHWAY LOCATED ON UPPER MATECUMBE KEY, WITH REAL ESTATE NUMBER 00096850-000200, AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE

DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

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

Motion Passed with a 4:0 vote

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

NAYS: None

ABSTAIN: None

- C. Ordinance to Amend the Future Land Use Map from Residential Conservation (RC) to Mixed Use (MU) for the Property at 76800 Overseas Hwy. - **SECOND READING TAB 16** Jennifer DeBoisbriand , Planning Director

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

Council was asked to disclose any ex parte communications:

Council Member Deb Gillis - Cheryl Culberson

Council Member Anna Richards - Ty Harris

Vice Mayor Don Horton - Ty Harris

Mayor Sharon Mahoney - None

Planning Director Jennifer DeBoisbriand introduced, noting this was the second reading of the ordinance.

After first reading the ordinance was rendered to Dept. of Commerce. The Village received an objection letter, but the applicant asked us to proceed. Ms. DeBoisbriand noted that staff believes Commerce was mistaken

Ty Harris, representing the applicant, clarified that Commerce was incorrect.

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

In favor:

None

Opposed:
Joe Wischmeier

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

ACTION: Motion to Approve item XIII.C. by Deb Gillis second by Anna Richards;
Motion Passed with a 4:0 vote
AYES: Sharon Mahoney, Don Horton, Deb Gillis, Anna Richards
NAYS: None
ABSTAIN: None

- D. Ordinance to Amend the Official Zoning Map from Native Residential (NR) to Neighborhood Commercial (NC) for the Property at 76800 Overseas Hwy. - **SECOND READING TAB 17**
Jennifer DeBoisbriand , Planning Director

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

Mayor Don Horton opened public comment.

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

ACTION: Motion to Approve item XIII.D. by Deb Gillis second by Anna Richards;
Motion Passed with a 4:0 vote
AYES: Sharon Mahoney, Don Horton, Deb Gillis, Anna Richards
NAYS: None
ABSTAIN: None

XIV. MOTIONS

- A. Request for Motion to Accept Final Investigative Report and to Close Complaint **TAB 18** John Quick, Interim Village Attorney

Village Attorney John Quick noted this investigation was made as required by the personnel policy. Ms. Hernandez did not participate. A third-party attorney found no fault of the village.

Mr. Quick asked Council to accept the report and close out the matter.

Mayor Don Horton opened public comment.
There being no one wishing to speak, Mayor Horton closed public comment.

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

Motion Passed with a 4:0 vote

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

NAYS: None

ABSTAIN: None

XV. ADJOURNMENT

There being no further business, Mayor Horton adjourned the meeting at 9:30 p.m.

Marne McGrath, Village Clerk



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: January 6, 2026
SUBJECT: **Resolution Approving Work Authorization No. 7 with Conch Tree and Landscape Professionals Inc. for Invasive Plant Management Services TAB 3**

Background:

In accordance with its Comprehensive Plan Policies, Islamorada, Village of Islands (the "Village"), continues to maintain a program to remove invasive exotic vegetation from Village owned lands, including plans for re-vegetation. For the past three years the Village has been utilizing the services of Conch Tree and Landscape Professionals Inc. ("Conch Tree") to perform landscaping projects, including invasive exotic vegetation control on Village owned lands. In November 2025, Village Environmental Resources staff and Conch Tree staff visited all the Village properties under consideration for invasive plant management. A scope of work was developed during these site visits, and a proposal was requested from Conch Tree for the invasive plant management services.

Effective April 13, 2023, the Village and Conch 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 companies to provide landscaping, tree trimming, and mangrove trimming services to the Village.

Analysis:

Exhibit "A" to the attached Resolution is proposed Work Authorization No. 7 between the Village and Conch Tree for invasive plant management services at a cost not to exceed \$40,000.00. Work Authorization No. 7 would become effective upon full execution by both parties through December 31, 2026. Under Work Authorization No. 7, as outlined in the scope within Exhibit "B", Conch will complete invasive species management at ten Village conservation properties and potentially other select Village owned lands.

Budget Impact:

This Work Authorization would be for a not-to-exceed amount of \$40,000.00, as outlined in Exhibit "A". Funds in the amount of \$40,000.00 were included in the FY 2025-2026 budget of the Repair and Maintenance expenditure account in the Public Works Department (General Fund) for this work. The total Public Works Repair and Maintenance expenditure account budget is \$271,500.00.

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. Village staff time on this project is expected to be one hour per week.

Recommendation:

It is recommended that the Village Council adopt the attached Resolution, thereby approving Work Authorization No. 7 with Conch Tree.

- Attachments:**
1. Resolution_Conch WA#7_Invasive Plant Management_010626
 2. WA#7 Conch Tree_Invasive Plant Management_Conch signed
 3. Exhibit B_Scope of Work-Conch Tree proposal

RESOLUTION NO. 26-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 7 WITH CONCH TREE AND LANDSCAPE PROFESSIONALS INC., FOR INVASIVE PLANT MANAGEMENT SERVICES; 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 maintain a program to remove invasive exotic vegetation from Village owned lands per its Comprehensive Plan; and

WHEREAS, the Village has been utilizing the services of Conch Tree and Landscape Professionals Inc. ("Conch Tree") to perform invasive exotic vegetation control on Village owned lands; and

WHEREAS, the Village requested a proposal from Conch Tree for invasive plant management services on Village owned property, 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 Conch Tree for professional landscaping services; and

WHEREAS, Conch Tree is willing to perform these services as outlined in the Scope of Services attached as Exhibit "B" in an amount not to exceed Forty Thousand Dollars (\$40,000.00.); and

WHEREAS, the Village Council of Islamorada, Village of Islands, (the "Village Council") has determined that approval of the Work Authorization No. 7 with Conch Tree 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 Conch Tree, attached as Exhibit "A", for completion of the Project.

Section 3. Authorization of Village Officials. The Village Manager or designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of Work Authorization No. 7.

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 authorized to execute Work Authorization No. 7 with Conch Tree, in the form attached hereto as Exhibit "A" 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 Don Horton _____
Vice Mayor Sharon Mahoney _____
Councilman Steve Friedman _____
Councilwoman Deb Gillis _____
Councilwoman Anna Richards _____

PASSED AND ADOPTED THIS ___ DAY OF _____, 2026.

DON HORTON, 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

CONCH TREE AND LANDSCAPE PROFESSIONALS INC.

For

Work Authorization No. 7

Professional Landscaping/Invasive Plant Management Services

This Project Agreement between ISLAMORADA, VILLAGE OF ISLANDS (hereinafter referred to as "VILLAGE") and CONCH TREE AND LANDSCAPE PROFESSIONALS 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 April 13, 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 for the CONSULTANT to provide Invasive Plant Removal Maintenance within up to ten of Islamorada's conservation properties, as further described in Exhibit "A" attached hereto (the "Project"), in accordance with the terms and conditions of this Work Authorization.

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide Professional Landscaping and Environmental services to the VILLAGE for the Project as described in the "Project Description" attached as Exhibit "A" to complete the Village's Invasive Plant Management Program.

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

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:

- *Monthly maintenance treatments, up to twelve (12) events, of nuisance/exotic vegetation within the Village's Conservation sites including: Green Turtle Hammock Preserve, Key Tree Cactus Preserve, Wollard Property, Anne's Beach, Plantation Hammocks Preserve, Plantation Tropical Preserve, Sea Oats Beach, and other select Village properties. Targeted vegetative species will include those listed by the Florida Invasive Species Council (FISC).*
- *The supervisor will submit a service report following each treatment listing species treated, herbicides used, or treatments performed, and other basic information.*

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

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGES

3.1 Term. This Project Agreement shall commence on the date this Project Agreement is fully executed by all parties and shall continue in full force and effect through, December **31, 2026**, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manager may extend the term of this 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.

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 of Commencement.

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

3.4 All limitations of time set forth in this 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 Thousand Dollars and no Cents **(\$40,000.00)** as compensation for performance of all services related to the Project. It is understood that the method of compensation is that of lump sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said lump sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 Reimbursables. It is acknowledged and agreed to by CONSULTANT that the 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 percent of work accomplished. Invoices for each phase shall not exceed the amounts allocated to said phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

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

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

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

SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This 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

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

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

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

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

10.3 E-Verify. CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Project Agreement is terminated for a violation of the statute by CONTRACTOR,

CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

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

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

[Remainder of this page intentionally left blank]

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: CONCH TREE & LANDSCAPE PROFESSIONALS, INC. ("Vendor")

Vendor FEIN: 26-0257867

Address: 209 N. AIRPORT RD.

City: TAVERNIER State: FL Zip: 33070

Phone number: (305) 451-1900 Email Address: conchtree@bellsouth.net

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: Martin S. Volland
Authorized Signature

Print Name and Title: Martin S. Volland President

Date: 8/30/24

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

CONCH TREE & LANDSCAPE PROFESSIONALS INC.

By: Maria S. Vellera

Print Name: Maria S. Vellera

Title: PRESIDENT

The 9 day of DECEMBER, 2015

WITNESSES:

Michelle M. Giguere

Print Name: MICHELLE M. GIGUERE

Stephanie Conde

Print Name: Stephanie Conde



Conch Tree and Landscape Pro's Inc.

P. O. Box 372283
Key Largo FL 33037
Phone 305 4511900
Fax (844)213-1809
Licensed & Insured

December 3, 2025
Attn: Pete Frezza

"Invasive plant removal and maintenance at Islamorada Conservation properties"

Scope of Work:

Ongoing invasive plants removal at 10 Village Conservation properties.
Monitor every month all 10 properties for existing invasive plants and new invasive plants

To give the best performance we will be addressing the properties 2 different ways.

- A) A 2-man team will go through the properties monthly and document their time put into invasive removals.
- B) When larger invasive situations arise, we will address with my tree company for approximately 1-2 days every quarter.

Below are the 10 conservation properties located in the Village. Two of the properties have been identified with very large invasive issues.

- Coral Ln- Palm Ln has a large stand of sansevieria and that will be included in the annual removal program.
- Royal Ln and US1 has a massive stand of sansevieria and lather leaf and will be addressed in a separate estimate.

Conservation properties to be addressed monthly:

- 1) Plantation Tropical Preserve
- 2) 157 Pueblo St
- 3) Coconut Ln- Palm Ln
- 4) Royal Ln and US1
- 5) Plantation Hammock Preserve
- 6) Green Turtle Hammock
- 7) Key Tree Cactus Preserve
- 8) Wollard Property
- 9) Sea Oats Beach and
- 10) Annes Beach

Total for the Annual Invasive plant removal and maintenance:

\$40,000.00

Village of Islamorada

Conch Tree and Landscape Professionals Inc.

Date: _____

Date: _____



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: January 6, 2026
SUBJECT: **Resolution Approving Work Authorization No. 1 with CBT Construction Development for Green Turtle Hammock Preserve Classroom Demolition TAB 4**

Background:

The classroom building at the Green Turtle Hammock Preserve is an approximately 1,500 square-foot single-story wood frame structure originally built circa 1955 and moved to the property from another location. The building does not have historical significance. The structure has served a number of purposes for the Village including as storage, a laboratory and most recently as a classroom and meeting space. The structure sustained roof damage during Hurricane Irma and subsequently significant water damage to the interior walls and floors. The building continued to be used for years following this until mold levels increased to the point that it was rendered unusable in early 2025. In April and May 2025, the Village utilized the services of AAA American Restoration Inc. to address the water damage and mold through a detailed remediation process. While gutting of the building during remediation, it was discovered that mold had spread not only throughout the entire drywall and cabinet system, but also into the wood framing of the floor. The future of this classroom building is under consideration with options being renovation, modification, or demolition. The contractor's opinion was that demolition would be the best alternative unless there was a well-intended use of the building to make such an investment in renovation, which there is not.

Analysis:

Effective August 11, 2025, the Village and CBT Construction and Development Inc. ("CBT") entered into a Non-Exclusive Continuing Services Agreement ("CSA") for general contractor services resulting from a competitive bid process (RFQ# 25-03) to create a library of companies to provide general contracting services to the Village. Exhibit "A" to the attached Resolution is proposed Work Authorization No. 1 between the Village and CBT for Green Turtle Hammock Preserve classroom building demolition services at a cost not to exceed \$24,420.00. Work Authorization No. 1 would become effective upon full execution by both parties through December 31, 2026. Under Work Authorization No. 1, as outlined in the scope within Exhibit "B", CBT will complete the permitting, demolition, and all other site work for the project.

Budget Impact:

This Work Authorization would be for a not-to-exceed amount of \$24,420.00, as outlined in Exhibit "A". This project was anticipated heading into FY 2025-2026 and funds were included

within 'Green Turtle Hammock Improvements' within the Capital Project Fund for this work. \$169,861.56 remains in this account as of January 6, 2026.

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. Village staff time on this project is expected to be one hour per week.

Recommendation:

It is recommended that the Village Council adopt the attached Resolution, thereby approving Work Authorization No. 1 with CBT.

- Attachments:**
1. Resolution_CBT WA#1_GTH classroom demo_010626
 2. Ex. A_WA#1 CBT_GTH classroom demo
 3. Exhibit B_Green Turtle Demo Proposal_signed

RESOLUTION NO. 26-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 1 WITH CBT CONSTRUCTION DEVELOPMENT INC., FOR GREEN TURTLE HAMMOCK PRESERVE CLASSROOM DEMOLITION 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 PROJECT AGREEMENT FOR WORK AUTHORIZATION NO. 1; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village"), continues to complete restoration and renovations at the Green Turtle Hammock Nature Preserve for conservation and educational purposes, in alignment with the management plan for the property; and

WHEREAS, the Village is pursuing the demolition of the classroom building, which is an aging, wooden structure on the property that has suffered irreparable mold damage over the years; and

WHEREAS, the Village requested a proposal from CBT Construction and Development Inc. ("CBT") for demolition of the classroom building services, as detailed in Exhibit "B" attached hereto (the "Project"); and

WHEREAS, pursuant to RFQ# 25-03, the Village entered into a current Continuing Services Agreement with CBT for general contractor services; and

WHEREAS, CBT is willing to perform these services as outlined in the Scope of Services attached as Exhibit "B" in an amount not to exceed Twenty-Four Thousand Four-Hundred Twenty Dollars (\$24,420.00); and

WHEREAS, the Village Council of Islamorada, Village of Islands, (the "Village Council") has determined that approval of the Work Authorization No. 1 with CBT is in the best interest of the Village and its residents.

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

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

Section 2. Approval of Work Authorization. The Village Council hereby approves Work Authorization No. 1 with CBT, attached as Exhibit "A", for completion of the Project.

Section 3. Authorization of Village Officials. The Village Manager or designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of Work Authorization No. 1.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of Work Authorization No. 1.

Section 5. Authorization of Village Manager to Execute. The Village Manager is authorized to execute Work Authorization No. 1 with CBT, in the form attached hereto as Exhibit "A" 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 Don Horton _____
Vice Mayor Sharon Mahoney _____
Councilman Steve Friedman _____
Councilwoman Deb Gillis _____
Councilwoman Anna Richards _____

PASSED AND ADOPTED THIS ___ DAY OF _____, 2026.

DON HORTON, 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

CBT CONSTRUCTION DEVELOPMENT INC.

For

Work Authorization No. 1

General Contracting Services

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

WHEREAS, the VILLAGE and CONSULTANT have entered into a continuing services agreement dated August 11, 2025, pursuant to RFQ #25-03, (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 for the CONSULTANT to provide Green Turtle Hammock Preserve Classroom Building Demolition Services, as further described in Exhibit "B" attached hereto (the "Project"), in accordance with the terms and conditions of this Work Authorization.

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide General Contracting services to the VILLAGE for the Project as described in the "Project Description" attached as Exhibit "B" to complete the demolition of the classroom building at the Village's Green Turtle Hammock Nature Preserve.

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

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:

- *Provide for all required permits, applications, reviews, approvals, inspections, and associated jurisdictional fees necessary to perform the work;*
- *Coordinate and perform all required disconnection, termination, or capping of existing utilities serving the structure prior to demolition;*
- *provide all labor, equipment, and materials necessary for the demolition;*
- *Provide general conditions necessary for the execution of the work.*

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

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGES

3.1 Term. This Project Agreement shall commence on the date this Project Agreement is fully executed by all parties and shall continue in full force and effect through, **December 31, 2026**, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manager may extend the term of this 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.

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 of Commencement.

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

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

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Lump Sum Compensation. VILLAGE agrees to pay CONSULTANT an amount not to exceed Twenty-Four Thousand Four-Hundred Twenty Dollars **(\$24,420.00)** as compensation for performance of all services related to the Project. It is understood that the method of compensation is that of lump sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said lump sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 Reimbursables. It is acknowledged and agreed to by CONSULTANT that the 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 percent of work accomplished. Invoices for each phase shall not exceed the amounts allocated to said phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

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

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

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

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

SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This 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>
_____	_____
_____	_____
_____	_____

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the VILLAGE reserves the right to reject any proposed substitution for any of the above-named individuals, and the VILLAGE shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 8. INCORPORATION OF CONTINUING CONTRACT

All terms and conditions of the Continuing Contract not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 9. SEVERABILITY

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

SECTION 10. MISCELLANEOUS

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

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

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

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

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

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

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

[Remainder of this page intentionally left blank]

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: _____ (“Vendor”)

Vendor FEIN: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone number: _____ Email Address: _____

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

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

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

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

Written Declaration

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

By: _____
Authorized Signature

Print Name and Title: _____

Date: _____

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

CBT CONSTRUCTION DEVELOPMENT INC.

By: _____

Print Name: _____

Title: _____

The ___ day of _____, 20__.

WITNESS:

Print Name: _____

87889 Overseas Highway • Islamorada, FL 33036 • Phone: 305-852-3002
 Building with PRIDE. Built with CHARACTER.

Job Address:
 33036

Print Date: 12-15-2025

Green Turtle Hammock Preserve Demolition

CBT Construction and Development, Inc. is pleased to submit this proposal for the Green Turtle Hammock Preserve Demolition project. This proposal provides pricing for the complete demolition of the existing medium-sized structure, including required permitting, utility coordination, demolition operations, debris removal, and general conditions necessary to execute the work in a safe, efficient, and compliant manner.

All work shall be performed in accordance with applicable codes, regulations, and authority having jurisdiction requirements. The scope includes full demolition of the existing structure and lawful disposal of all materials. Upon completion, the site shall be left clean, clear, and free of all demolition debris.

This proposal reflects our understanding of the project requirements as currently defined and is based on the information available at the time of pricing. Any work not specifically described herein shall be considered excluded unless otherwise noted.

1000 - Permit and Fees

Items	Description	Unit Cost	Markup	Unit Price
Permits and Fees	Provide for all required permits, applications, reviews, approvals, inspections, and associated jurisdictional fees necessary to perform the demolition work. Includes coordination with governing authorities and compliance with all local, state, and regulatory requirements.	\$65.00	0.00%	\$65.00

1000 - Permit and Fees Total: \$520.00

1200 - Demolition and Site Work

Items	Description	Unit Cost	Markup	Unit Price
Utility Disconnect	Coordinate and perform all required disconnection, termination, or capping of existing utilities serving the structure prior to demolition, in accordance with utility provider and authority requirements.	\$3,000.00	20.00%	\$3,600.00
Demolition and Hauling	Provide all labor, equipment, and materials necessary for the complete demolition of the existing medium-sized building. Includes structural demolition, debris removal, hauling, and lawful disposal of all demolished materials. Site shall be left clean, level, and clear of all debris, rubble, and waste materials upon completion.	\$14,500.00	20.00%	\$17,400.00

1200 - Demolition and Site Work Total:

\$21,000.00

9000 - General Conditions

Project Supervision, Equipment, Porta Potties, dumpsters, etc.

Items	Description	Unit Cost	Markup	Unit Price
General Conditions	Provide general conditions necessary for the execution of the work, including project supervision, coordination, scheduling, site logistics, safety compliance, temporary facilities, equipment, and site requirements required to support and maintain proper project operations.	\$2,900.00	0.00%	\$2,900.00

9000 - General Conditions Total:

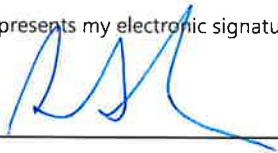
\$2,900.00

Total price: \$24,420.00

- Excludes permitting, truss strap schedules, plans, surveys, certificates of elevation, expenses to obtain permits, certificates of occupancy, and all other paperwork required by the building department.
- The prices are based on the specifications of the plans provided to CBT Construction and Development Inc. If there are any changes by the owner, county, contractor, or any subcontractor before or during the project the owner will be notified and charges will be assessed to the owner.
- CBT Construction and Development Inc is not liable for any changes outside the engineered plans insisted on by the owner. Any requests for additional insurance, insurance with clauses, and any other request for insurance not currently carried by CBT Construction and Development Inc will be issued at an extra cost.
- Proposals are Valid for 30 Days.
- A down payment of N/A is required at the signing of the proposal.

I confirm that my action here represents my electronic signature and is binding.

Signature:



Date:

12/16/25

Print Name:

Rm Saunders



Council Communication

To: Mayor and Village Council
From: Alyssa Panzer, Grants and Environmental Coordinator
Date: January 6, 2026
SUBJECT: **Resolution Approving Amendment 2 to FDOT Public Transit Service Development Grant TAB 5**

Background:

Freebee in Islamorada is an electric vehicle on-demand service available Village-wide and extends just beyond Village borders to Mariners Hospital, the Good Health Clinic and the Tavernier Town shopping center. This program started in 2018 as a smaller scale trial program and grew in the subsequent years due to popularity and demand.

The Florida Department of Transportation (“FDOT”) Public Transit Service Development Program Grant (the “FDOT Transit Development Grant”) is available specifically for new transit service development.

To offset the cost of the Freebee service program, Village staff applied for the FDOT Transit Development Grant. To apply for the grant, an expansion of existing services was required, so the Village increased service hours offered through Freebee from 210 per week to 357 with an expanded schedule. This expanded service total program cost has a higher upfront cost, but with the FDOT Transit Development Grant reimbursing the Village for 50%, the Village ultimately pays less for an increased service.

The FDOT Transit Development Grant can provide funding for up to 3 years. The Village applied for and was awarded funding for SFY 24, SFY 25 and SFY 26. The first year of funding was available upon execution of Grant Agreement G2M67 between FDOT and the Village in June 2024. Year 2 funding was applied to the initial grant agreement through Amendment 1 adopted by the Village Council in November 2024, extending the grant agreement to June 30, 2026. FDOT transmitted Amendment 2 to the Grant Agreement G2M67 to apply Year 3 funding and extend the agreement to December 31, 2027.

Analysis:

The total grant funding received through the current agreement from Year 1 and Year 2 is \$553,330. The addition of Year 3 funding would bring the total grant funding received through the current agreement to \$829,995. The balance of remaining FDOT grant funds after the last invoice of 2025 is \$166,039.83. Adding Year 3 funding would increase the remaining FDOT grant balance to \$442,704.83. With no other changes, and with the Village match, this would fund the expanded Freebee services through June 2027.

The addition of a rider fee can help to reduce the monthly invoice, lowering the total annual service cost (currently \$553,330.00 annually split between the Village and the FDOT Grant).

The Village and Freebee can work together to incorporate a rider fee independent of the grant agreement. The fee must be equal for all riders. The Village can implement a rider fee at any time. Between the FDOT grant, the Village match, and the addition of a rider fee, it could fund the expanded Freebee services through December 2027 (dependent upon fee and rider numbers).

Budget Impact:

The cost of the current expanded services is \$553,330.00 annually paid in twelve (12) payments of \$46,110.00. The grant can provide 50% reimbursement on a quarterly basis up to the maximum amount. The Village has budgeted funds in FY 25/26 for the program. The Village would budget for the program in FY 26/27 as well. Since the grant is reimbursement based, the Village must budget for the program and submit for 50% reimbursements from the FDOT grant, less any rider fees collected.

The addition of a rider fee could reduce the monthly invoice, reduce the annual cost of the program, and extend the life of the FDOT grant and local matching funds (length of extension dependent on the fee rate and rider numbers).

Staff Impact:

Village staff would complete all required activities of the Grant Agreement.

Recommendation:

It is recommended that the Village Council approve the proposed resolution approving Amendment 2 to the FDOT Grant Agreement and authorizing the Village Manager to execute all necessary documents to implement the terms of the Agreement.

- Attachments:**
1. Reso_FDOT_Transit_Grant-Amendment 2-Year_3
 2. Exhibit 1_G2M67 Amend2

RESOLUTION NO. 26-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AMENDMENT 2 TO GRANT AGREEMENT G2M67 BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE REIMBURSEMENT FUNDING FOR PUBLIC TRANSPORTATION DEVELOPMENT THROUGH EXPANSION OF THE FREEBEE PROGRAM; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") is committed to reducing road congestion and reducing carbon emissions for residents and visitors; and

WHEREAS, Freebee is a company based in Miami that provides local transportation in electric vehicles to riders through requests via a smartphone app; and

WHEREAS, the Village Council initially approved a six-month Freebee trial program that began in November 2018 and subsequently approved annual agreements with Freebee that included incremental service expansions and service improvements over the years; and

WHEREAS, the Florida Department of Transportation ("FDOT") Public Transit Service Development Program Grant (the "FDOT Transit Development Grant") is available specifically for new transit service development; and

WHEREAS, FDOT can provide funding for up to three consecutive years through the FDOT Transit Development Grant if program funding is made available by the state each year; and

WHEREAS, in May 20, 2022, Village staff applied for the FDOT Transit Development Grant State Fiscal Year 2024 (Year 1) for funding for an expansion of Freebee's eligible services under the FDOT Transit Development Grant Funding; and

WHEREAS, on October 26, 2022, FDOT notified the Village that its application for FDOT Transit Development Grant State Fiscal Year 2024 (Year 1) funding for fifty percent (50%) of the Five Hundred Fifty Three Thousand Three Hundred Thirty dollar (\$553,330.00) annual cost for the Freebee services was approved; and

WHEREAS, in May 20, 2023, Village staff applied for the FDOT Transit Development Grant State Fiscal Year 2025 (Year 2) for funding to continue the expansion of Freebee's services in the same percentage and dollar amount as Year 1; and

WHEREAS, on October 9, 2023, FDOT notified the Village that its application for FDOT Transit Development Grant State Fiscal Year 2025 (Year 2) funding for fifty percent (50%) of the Five Hundred Fifty Three Thousand Three Hundred Thirty dollar (\$553,330.00) annual cost for the Freebee services was approved; and

WHEREAS, in May 9, 2024, Village staff applied for the FDOT Transit Development Grant State Fiscal Year 2026 (Year 3) for funding to continue the expansion of Freebee's services in the same percentage and dollar amount as Year 1; and

WHEREAS, on June 11, 2024, the Village Council adopted Resolution No. 24-06-43 accepting the FDOT Transit Development Grant and approving Grant Agreement G2M67 between FDOT and the Village for State Fiscal Year 2024 (Year 1); and

WHEREAS, the term of the Year 1 funding was from the date of full execution, June 12, 2024, through December 31, 2024; and

WHEREAS, on November 19, 2024, the Village Council adopted Resolution No. 24-11-128 accepting the FDOT Transit Development Grant Year 2 funding and approving Amendment 1 to the Grant Agreement G2M67 between FDOT and the Village, extending the agreement end date from December 31, 2024 to June 30, 2026; and

WHEREAS, on November 22, 2024, FDOT notified the Village that its application for FDOT Transit Development Grant State Fiscal Year 2026 (Year 3) funding for fifty percent (50%) of the Five Hundred Fifty Three Thousand Three Hundred Thirty dollar (\$553,330.00) annual cost for the Freebee services was approved; and

WHEREAS, on December 12, 2025, FDOT transmitted Amendment 2 to Grant Agreement G2M67 to add State Fiscal Year 2026 (Year 3) Grant funding and extend the end date of the Agreement to December 31, 2027; and

WHEREAS, the Village Council finds that approval of Amendment 2 to the FDOT Transit Development Grant G2M67 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 Amendment.** The Village Council hereby approves the Amendment to the Florida Department of Transportation (“FDOT”) Public Transit Service Development Program Grant G2M67 between the FDOT and the Village to add reimbursement of fifty percent (50%) of costs for the expansion of Freebee services for Year 3 and extend the term of the Agreement to December 31, 2027, attached hereto as Exhibit “1”, together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. **Execution of Agreement.** The Village Manager is authorized to execute the Agreement on behalf of the Village, to execute any other required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any

extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 4. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 5. Authorization of Funds Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village’s Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS ___ DAY OF _____, 2026.

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

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

DON HORTON, 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

**PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): <small>(item-segment-phase-sequence)</small>	Fund(s):	DPTO	FLAIR Category:	088774
452162-1-84-01	Work Activity Code/Function:	215	Object Code:	751000
452162-1-84-02	Federal Number/Federal Award		Org. Code:	55062020629
452162-1-84-03	Identification Number (FAIN) – Transit only:	N/A	Vendor Number:	F650830851006
Contract Number: G2M67	Federal Award Date:	N/A	Amendment No.:	2
CFDA Number: N/A	SAM/UEI Number:	QEAKVK3HNF5		
CFDA Title: N/A				
CSFA Number: 55.012				
CSFA Title: Public Transit Service Development Program				

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT (“Amendment”) is made and entered into on _____, by and between the State of Florida, Department of Transportation (“Department”), and Islamorada Village of Islands, (“Agency”), collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Department and the Agency on 6/12/2024 (date original Agreement entered) entered into a Public Transportation Grant Agreement (“Agreement”).

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

- Amendment Description.** The project is amended Third year of Transit Service Development Program SFY26 funds added to continue providing on-demand service via Freebee. End date is extended to 12/31/2027.
- Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):
 - Aviation
 - Seaports
 - Transit
 - Intermodal
 - Rail Crossing Closure
 - Match to Direct Federal Funding (Aviation or Transit)
 - Other

(Note: Section 15 and Exhibit G do not apply to federally matched funding)
- Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:
 - Exhibit A: Project Description and Responsibilities
 - Exhibit B: Schedule of Financial Assistance
 - *Exhibit B1: Deferred Reimbursement Financial Provisions
 - *Exhibit B2: Advance Payment Financial Provisions
 - *Exhibit C: Terms and Conditions of Construction
 - Exhibit D: Agency Resolution
 - Exhibit E: Program Specific Terms and Conditions
 - Exhibit F: Contract Payment Requirements
 - *Exhibit G: Financial Assistance (Single Audit Act)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT

Form 725-000-03
STRATEGIC
DEVELOPMENT
OGC 10/25

- ___ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
- ___ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
- ___ *Additional Exhibit(s):

4. Project Cost.

The estimated total cost of the Project is X increased/ ___ decreased by \$553,330 bringing the revised total cost of the project to \$1,659,660.

The Department's participation is X increased/ ___ decreased by \$276,665. The Department agrees to participate in the Project cost up to the maximum amount of \$829,995, and, additionally the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

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

AGENCY Islamorada Village of Islands STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: D6-Director of Transportation of Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: _____

To: Simon.Huang@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G2M67

12/11/2025

CONTRACT INFORMATION

Contract:	G2M67
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	ISLAMORADA, VILLAGE OF ISLANDS
Vendor ID:	F650830851006
Beginning Date of This Agreement:	06/12/2024
Ending Date of This Agreement:	06/30/2026 12/31/2027
Contract Total/Budgetary Ceiling:	ct = \$829,995.00
Description:	SFY24-SERVICE DEVELOPEMENT GRANT FOR ISLAMORADA

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 12/11/2025

Action:	Supplemental
Reviewed or Approved:	APPROVED
Organization Code:	55062020629
Expansion Option:	A1
Object Code:	751000
Amount:	\$276,665.00
Financial Project:	45216218403
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2026
Budget Entity:	55100100
Category/Category Year:	088774/26
Amendment ID:	S002
Sequence:	00
User Assigned ID:	AMEND2
Enc Line (6s)/Status:	0003/04

Total Amount: \$276,665.00

To: Simon.Huang@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G2M67

10/18/2024

CONTRACT INFORMATION

Contract:	G2M67
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	ISLAMORADA, VILLAGE OF ISLANDS
Vendor ID:	F650830851006
Beginning Date of This Agreement:	06/12/2024
Ending Date of This Agreement:	12/31/2024 06/30/2026
Contract Total/Budgetary Ceiling:	ct = \$553,330.00
Description:	SFY24-SERVICE DEVELOPEMENT GRANT FOR ISLAMORADA

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 10/18/2024

Action:	Supplemental
Reviewed or Approved:	APPROVED
Organization Code:	55062020629
Expansion Option:	A1
Object Code:	751000
Amount:	\$276,665.00
Financial Project:	45216218402
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2025
Budget Entity:	55100100
Category/Category Year:	088774/25
Amendment ID:	S001
Sequence:	00
User Assigned ID:	AMEND1
Enc Line (6s)/Status:	0002/04

Total Amount: \$276,665.00

To: Simon.Huang@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G2M67

8/3/2023

CONTRACT INFORMATION

Contract:	G2M67
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	ISLAMORADA, VILLAGE OF ISLANDS
Vendor ID:	F650830851006
Beginning Date of This Agreement:	08/02/2023
Ending Date of This Agreement:	12/31/2024
Contract Total/Budgetary Ceiling:	ct = \$276,665.00
Description:	SFY24-SERVICE DEVELOPEMENT GRANT FOR ISLAMORADA

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 8/3/2023

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55062020629
Expansion Option:	A1
Object Code:	751000
Amount:	\$276,665.00
Financial Project:	45216218401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2024
Budget Entity:	55100100
Category/Category Year:	088774/24
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$276,665.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT EXHIBITS**

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 10/25

EXHIBIT B

**Schedule of Financial Assistance
 TRANSIT OPERATING ONLY**

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Project Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
452162-1-84-01	DPTO	088774	2024	751000	55.012	Public Transit Service Development Program	\$276,665.00
452162-1-84-02	DPTO	088774	2025	751000	55.012	Public Transit Service Development Program	\$276,665.00
452162-1-84-03	DPTO	088774	2026	751000	55.012	Public Transit Service Development Program	\$276,665.00
Total Financial Assistance							\$829,995.00

B. Operations Phase - Estimate of Project Costs by Budget Category:

Budget Categories <i>Operations (Transit Only) *</i>	State	Local	Federal	Total
Salaries	\$0	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0	\$0
Contractual Services	\$829,995	\$829,995	\$0	\$1,659,990
Travel	\$0	\$0	\$0	\$0
Other Direct Costs	\$0	\$0	\$0	\$0
Indirect Costs	\$0	\$0	\$0	\$0
Totals	\$829,995	\$829,995	\$0	\$1,659,990

* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase).

C. Cost Reimbursement

The Agency will submit invoices for cost reimbursement on a:

- Monthly
- Quarterly
- Other:

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	30.09.01
Common Name/UZA Name (Transit Only)	

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

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

Simon Huang

Department Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/25

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/25

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/25

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:-

Awarding Agency: Florida Department of Transportation
State Project Title: Public Transit Service Development Program
CSFA Number: 55.012
***Award Amount:** \$829,995

*The award amount may change with amendments

Specific project information for CSFA Number 55.012 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.012 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>



Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: January 6, 2026
SUBJECT: **Resolution Acknowledging and Accepting FDOT Right-of-Way Encroachments Associated with the SR 5/Us-1 Mill and Resurface Roadway Project from West of Venetian Boulevard to North of Executive Bay Club TAB 6**

Background:

The Florida Department of Transportation (FDOT) is conducting a Mill and Resurface Roadway project identified as Project Number FM# 449738-1-52-01, SR 5/US-1, extending from west of Venetian Boulevard to north of Executive Bay Club. This project is included in FDOT's adopted Work Program, as approved by the State of Florida Legislature and the FDOT Secretary.

The project includes work in the area between the Old Highway and US1 where the Villages and FDOT right-of-way (ROW) abut to each other. To complete the project, FDOT must perform limited work within the Village's public (ROW), including asphalt harmonization, a sign relocation, and installation of temporary silt fencing during construction.

FDOT has requested that the Village formally acknowledge and accept the encroachment of this work within the Village's ROW to allow construction activities to proceed as part of the overall roadway improvement project.

Analysis:

The proposed agreement acknowledges FDOT's need to encroach upon the Village's ROW for the limited purposes of asphalt harmonization, sign relocation, and installation of temporary silt fencing associated with the Mill and Resurface Roadway project. These encroachments are necessary to ensure continuity of roadway surfaces, maintain proper traffic control and signage, and comply with environmental and construction standards.

The agreement confirms the mutual understanding that it is in the best interest of both the Village and FDOT for FDOT to undertake and complete all aspects of the project, including design, construction, inspection, and associated activities. The encroachments are directly related to project completion and are not expected to result in permanent impacts to the Village's ROW.

Upon completion of construction, all affected areas within the Village's ROW will be restored in accordance with applicable standards. Approval of this agreement facilitates coordination between the Village and FDOT, supports regional transportation infrastructure improvements, and allows the project to move forward without undue delay.

Budget Impact:

There is no budget impact associated with this agreement.

Staff Impact:

There is no staff impact.

Recommendation:

It is recommended that the Village Council adopt the Resolution, thereby approving and acknowledging the agreement with FDOT for the Off System Construction & Maintenance.

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

RESOLUTION NO. 26-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ACKNOWLEDGING AND APPROVING AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR OFF-SYSTEM CONSTRUCTION AND MAINTENANCE RELATED TO RIGHT-OF-WAY ENCROACHMENTS ASSOCIATED WITH THE SR 5/US-1 MILL AND RESURFACE ROADWAY PROJECT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation ("FDOT") is undertaking a Mill and Resurface Roadway project identified as Project Number FM# 449738-1-52-01 along SR 5/US-1 from west of Venetian Boulevard to north of Executive Bay Club; and

WHEREAS, a portion of the project includes work on Old Highway in Islamorada, Florida, a roadway not on the State Highway System and owned and maintained by the Village of Islamorada; and

WHEREAS, in order to complete the project, FDOT must perform limited work within the Village's public right-of-way, including roadway tie-ins, sign relocation, asphalt harmonization, and installation of temporary silt fencing; and

WHEREAS, FDOT has requested that the Village formally acknowledge and accept these right-of-way encroachments through an Off-System Construction and Maintenance Agreement to allow construction activities to proceed; and

WHEREAS, the Village Council finds that the requested encroachments are temporary in nature, are necessary to ensure continuity of roadway surfaces, proper traffic control and signage, and compliance with applicable environmental and construction standards; and

WHEREAS, the Village Council further finds that it is in the best interest of the Village and

FDOT for FDOT to undertake and complete all aspects of the project, including design, construction, inspection, and related activities; and

WHEREAS, the agreement will result in no budgetary impact to the Village and no additional staff impact, and all disturbed areas within the Village's right-of-way will be restored in accordance with applicable standards upon completion of construction

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

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

Section 2. Approving the Concept. The Village Council hereby approves and acknowledges the agreement with the Florida Department of Transportation for Off-System Construction and Maintenance, including the acceptance of limited right-of-way encroachments necessary to complete the SR 5/US-1 Mill and Resurface Roadway Project.

Section 3. 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 Don Horton _____

Vice Mayor Sharon Mahoney _____

Councilman Steve Friedman _____

Councilwoman Deb Gillis _____

Councilwoman Anna Richards _____

PASSED AND ADOPTED ON THIS ___ DAY OF _____, 2026.

DON HORTON, 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



OFF-SYSTEM CONSTRUCTION AND MAINTENANCE AGREEMENT

Between

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
("DEPARTMENT")**

and

Islamorada, Village of Islands, a municipal corporation of the State of Florida (the "Village")

THIS AGREEMENT is made and entered into as of July, 28, 2025, by and through the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida (the "Department"), and Islamorada, Village of Islands, a municipal corporation of the State of Florida (the "Village"), collectively referred to as the "Parties."

RECITALS

A. Upon approval of the Department's Work Program by the State of Florida Legislature, and adoption by the Department Secretary, the Department shall complete the various projects included in the Department Work Program; and

B. Included in the Department Work Program is Project Number FM# 449738-1-52-01, SR 5/US-1 from west of Venetian Boulevard to north of Executive Bay Club (the "Project"). A portion of the Project includes work on Old Highway, in Islamorada, Florida, a road not on the State Highway System; and

C. The Village is the holder of ownership rights to Old Highway, a road not on the State Highway System; and

D. The Parties agree that it is in the best interest of each party for the Department to undertake and to complete all aspects of the Project, including but not limited to, the design, construction, construction inspection, maintenance during and after construction, utilities, easements, and other associated tasks; and

E. The Parties further agree that it is in the best interest of each party to enter into this Agreement in order to allow the Department to construct and complete the Project.

TERMS

NOW THEREFORE, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The recitals in this Agreement are true and correct, and incorporated into and made a part hereof.
2. The Parties agree that the Department intends to undertake and complete Project Number FM# 449738-1-52-01, which Project generally includes the following:
 - milling and resurfacing within minor widening for the proposed bicycle keyholes;
 - providing keyhole lanes for the existing right turn lanes;
 - providing green-colored bicycle pavement markings at conflict locations; and
 - and upgrading signs and pavement markings;

The Project shall include improvements on SR 5, from STA 121+60 RT to STA 124+00 RT, from STA 129+23 RT to STA 130+28 RT, from STA 150+49 RT to STA 154+15 RT, and at STA 132+85.60 RT (for purposes of this agreement, the “Off-System Project Limits”). The work within the Off-System Project Limits shall include, but may not be limited to the following (hereinafter referred to as the “Local Roadway Improvements”):

- a) harmonization,
- b) temporary sediment barrier, and
- c) a sign relocation.

The Project shall further include all activities associated with or arising out of the construction of the Local Roadway Improvements. In the event that the Project requires the acquisition of additional right-of-way within the Off-System Project Limits, the Department shall acquire such right-of-way in order to complete the Project. The Village shall cooperate with and shall support the Department’s work efforts in these regards.

The Department will design and construct the Project in accordance with all applicable federal and state laws and regulations and in accordance with Department design and construction standards as set forth in the Department’s guidelines, standards, and procedures. The Department

shall have final decision authority with respect to the design, the design review process, and construction of the Local Roadway Improvements, and the relocation of any utilities that the Department may determine to be required.

3. The Parties acknowledge and agree that the Village will review the Project Design Plans (“Project Design Plans”) and shall submit its comments, if any, via Electronic Reviewer Comments (“ERC”). The Department shall provide the Village access to the ERC, and the Department shall use the ERC to submit the Project Design Plans for the Village to review. When the Department places the Project Design Plans in the ERC, the Department will designate a Comment Due Date and a Response Due Date. The Village shall submit its comments with regards to the Project Design Plans on or before the Comment Due Date, and the Department shall respond to the Village’s comments, if any, on or before the Response Due Date. If the Village does not submit its comments by the Comment Due Date, the Village will be deemed to have approved the Project Design Plans submitted by the Department. The review process for the Project Design Plans will be deemed concluded when the Department has submitted the Final Project Design Plans to the ERC, and the Comment Due Date and Response Due Date for the Final Project Design Plans have passed, and the Department has addressed all of the Village’s comments that were submitted through the ERC. Once the review process is concluded, the Department will construct the Project in accordance with the Final Project Design Plans submitted through the ERC. The Village acknowledges and agrees that, during construction of the Local Roadway Improvements, the Department will only utilize the services of law enforcement officers when required by the Department’s Standard Specifications for Road and Bridge Construction, and no additional requirements will be imposed. No further agreements or permits shall be required for production or construction of this Project.

Major modifications of the approved Project Design Plans must be submitted to the Village for review. A “Major Modification” is any modification that materially alters the kind or nature of the work depicted in the approved Project Design Plans, or that alters the integrity or maintainability of the Local Roadway Improvements, or related components. The Village’s review shall be within the reasonable time schedule proposed by the Department, in order to avoid delay to the Department’s construction contract. In the event that any Major Modifications are required during construction, the Department shall be entitled to proceed with the modifications that are necessary to complete the construction of the Project, and shall, upon

identifying the need for a Major Modification, immediately notify the Village of the required changes prior to proceeding with implementation of the same. It is specifically understood and agreed that any such changes during construction shall not delay nor affect the timely construction schedule of the Project.

4. The Village agrees to fully cooperate with the Department in the construction, reconstruction and relocation of utilities that are located within the Village's right-of-way, within the Off-System Project Limits. The utility relocations, if any, which may be required by the Department for purposes of the Project, shall be done in accordance with the Department's guidelines, standards and procedures. The Department shall submit the proposed utility relocation schedule to the Village. Utility relocations, if any, shall be done in accordance with the provisions of Chapter 337, F. S.

Additionally, the Village agrees to fully cooperate with the Department in the removal of any encroachments or permitted improvements, and in the modification of any driveway connections, located within the Village's right-of-way, within the Off-System Project Limits, that are in conflict with the Project, and the Village hereby authorizes the Department to take any legal action necessary to effectuate the removal of any such conflicting encroachments or permitted improvements, and to effectuate the modification of any such driveway connections. The Department shall coordinate with the Village for said removals or modifications, at no cost to the Village .

5. The Village agrees to perpetually maintain the Local Roadway Improvements. To maintain means to perform normal maintenance operations for the preservation of the Local Roadway Improvements, which shall include but is not limited to, roadway surfaces, shoulders, roadside structures, drainage, signing and pavement markers, lighting, and such traffic control devices as are necessary for the safe and efficient use of the Local Roadway Improvements.

Additionally, the Parties understand and agree that the Department shall transfer any permit(s) required for the construction of the Local Roadway Improvements, if any, to the Village as the operational maintenance entity, and the Village agrees to accept said transfer and to be fully responsible to comply with all operational and maintenance conditions of the permit(s), at its sole cost and expense.

Notwithstanding the requirements hereof, maintenance during construction shall be the responsibility of the Department and its Contractor, as set forth in paragraph 9 of this Agreement.

6. The Parties acknowledge and agree that the Village's right-of-way and the improvements and structures located within the Village's right-of-way, are and will remain under the ownership of the Village and that the Department will not have any ownership interest in the right-of-way, improvements, or structures located thereon or installed therein pursuant to this Project.
7. The Department shall require its construction Contractor to maintain, at all times during construction, Commercial General Liability insurance providing continuous coverage for all work or operations performed under the construction contract. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy, or such other minimum insurance coverage that may be required by the Department for the construction of the Project, in accordance with the Department's Standards and Specifications for Road and Bridge Construction. The Department shall further cause its Contractor to name the Village and the Department as additional insured Parties on the afore-stated policies, and to provide evidence of Workers' Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefit of the Florida Workers' Compensation law for all employees.
8. The Department shall notify the Village at least 48 hours before beginning construction within the Village's right-of-way. Such notification may be provided via email, to the Village, and the notice requirements set forth in paragraph 20 shall not apply to this paragraph.

The Department agrees that the Village may, at reasonable times during the construction of the Local Roadway Improvements, inspect the Contractor's construction site and perform such tests as are reasonably necessary to determine whether the goods or services required to be provided by the Contractor, pursuant to the Contractor's Construction Agreement with the Department, conform to the terms of said Construction Agreement. Upon request by the Village, the Department shall coordinate with its Contractor to provide access to the Village for performance of said inspections.

During the construction work related to the Project, the Village shall fully cooperate with any such work being performed by the Department and the Department's contractors. The Village shall not commit nor permit any act which may delay or interfere with the performance of any

such work by the Department or the Department's contractors, unless the Department agrees in writing that the Village may commit or permit said act.

9. Maintenance during construction within the Off-System Project Limits, commencing as of the first date of construction, shall be the responsibility of the Department's Contractor. Notwithstanding, neither the Department nor its Contractor shall be responsible for mowing or removing litter during construction of the Project. After completion of construction, the Village shall assume all maintenance responsibilities for the Local Roadway Improvements. Upon completion of construction, the Department is required to invite the Village on the Final Inspection of the work within the Off-System Project Limits, and will incorporate legitimate Village concerns that are within the scope of the contract into the final Project punch list to be corrected by the Contractor. Notice for Final Inspection shall be delivered via email to the Village and the notice provision of paragraph 20 shall not be applicable. However, if the Village does not attend the Final Inspection, the Department shall proceed to conduct the Final Inspection, finalize the Project punch list, and issue a Notice of Final Acceptance to its Contractor. The Final Inspection shall be performed and the Notice of Final Acceptance shall be issued in accordance with the Department's Standard Specifications for Road and Bridge Construction and the Construction Project Administration Manual (CPAM).

Upon issuance of the Notice of Final Acceptance to the Contractor, the Department shall provide a copy of said notice to the Village. As of the date of the Notice of Final Acceptance, the Village shall be immediately responsible for the maintenance of the Local Roadway Improvements, and shall further accept the Local Roadway Improvements. The Department, however, shall have the right to assure completion of any punch list by the Contractor. Notwithstanding the issuance of the Notice of Final Acceptance, the Village may notify the Department Project Manager of deficiencies in the Local Roadway Improvements that may be covered by the warranty provisions in the contract between the Department and its Contractor. The Department shall enforce the warranty if remedial action is required by the warranty provisions, as determined by the Department.

Upon completion of all work related to construction of the Project, the Department will be required to submit to the Village final as-built plans for the Local Roadway Improvements and an engineering certification that construction was completed in accordance with the plans. Additionally, the Department shall vacate those portions of the Village's right-of-way used to

construct the Local Roadway Improvements, and shall remove the Department's property, machinery, and equipment from said portions of the Village's right-of-way. Furthermore, the Department shall restore those portions of the Village right-of-way disturbed by Project construction activities to the same or better condition than that which existed immediately prior to commencement of the construction of the Project.

10. Upon submission by the Department of a deed, with accompanying sketch and legal description, for the transfer to the Village of any additional right-of-way acquired by the Department within the Off-System Project Limits, the Village shall forthwith submit the same to its governing board or commission for approval and acceptance of such additional right-of-way.
11. This Agreement shall become effective as of the date both parties hereto have executed the Agreement. Prior to commencement of construction, the Department may in its sole discretion terminate this Agreement if it determines that it is in the best interest of the public to do so. If the Department elects to terminate this Agreement, the Department shall deliver formal notice of termination to the Village , as set forth in paragraph 20 of this Agreement.
12. In the event that any election, referendum, approval, ratification, notice or other proceeding, or authorization is required to carry out the Project, the Village agrees to expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters, with time being of the essence.
13. The Department may utilize federal funds to design and construct the Project. In the event that the Project shall be constructed using federal funds, all costs incurred must be in conformity with applicable federal and state laws, regulations, and policies and procedures.
14. The Department's performance and obligations under this Agreement are contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred.
15. In the event that this Agreement is in excess of \$25,000, and the Agreement has a term for a period of more than one year, the provisions of Section §339.135(6)(a), Florida Statutes, are hereby incorporated into this Agreement and are as follows:

“The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during any such fiscal year. Any contract, verbal or

written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year.”

16. 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.
17. 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.
18. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.
19. No term or provision of this Agreement shall be interpreted for or against any party because that party’s legal counsel drafted the provision.
20. All notices required pursuant to the terms hereof, shall be in writing and shall be sent by first class United States Mail, facsimile transmission, hand delivery or express mail. 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. Unless otherwise notified in writing, notices shall be sent to the following:

To the Village:

Public Works Director
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036

To the Department:

Director of Transportation Operations
State of Florida, Department of Transportation
1000 N.W. 111th Avenue
Miami, Florida 33172

21. The Village, by and through Resolution No. [REDACTED], attached hereto as Exhibit “ [REDACTED]”, has duly authorized the execution and delivery of this Agreement and agrees to be bound by the terms hereunder, and has further authorized the Mayor or his designee to take all necessary steps to effectuate the terms of this Agreement.

[REMAINDER INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates exhibited, by the signatures below.

**STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION**

By: _____

Name: _____
Title: Director of Transportation Operations

Date: _____

Attest: _____

Name: _____
Title: _____

Department Legal Review:

By: _____

Name: _____

Islamorada, Village of Islands

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Name: _____

Title: _____

Approved as to form and legality:

By: _____

Name: _____



Council Communication

To: Mayor and Village Council
From: Maria Bagiotti, Founders Park Director
Date: January 6, 2026
SUBJECT: **Resolution for Approval of Amendment to the Village-owned Parks Special Events Policy and Fee Schedule TAB 7**

Background:

Since 2000, the Islamorada Parks and Recreation Department has been responsible for conducting, coordinating, and assisting with numerous special events held at Islamorada Founders Park, located at 87000 Overseas Highway. These events include Village-sponsored events for children, families, and teens; recreational and sporting events; and fundraising events and festivals hosted by local nonprofit organizations.

At its regular meeting held on December 13, 2007, the Village Council adopted Resolution No. 07-12-77, which amended the Park Rules and Regulations and established the Village-owned Parks Special Events Policy and Fee Schedule. The purpose of this policy is to promote the efficient, safe, and equitable use of Village Park facilities while ensuring a balanced approach between Special Events and standard park activities, including recreation, youth sports, exercise, walking, and biking. This balance is a fundamental component of the Park's and Village's mission to preserve residents' rights to quiet enjoyment and quality of life. The policy provides for reasonable and controlled use of the Park as an event venue and is intended to ensure the successful coexistence of all park uses.

The Parks and Recreation Department directly sponsors or hosts numerous community events, including the Beats on the Bay Music Series (co-sponsored by Islamorada Community Entertainment), Trunk or Treat Halloween Party, Spring Fest, National Night Out (co-sponsored by the Monroe County Sheriff's Office), Islamorada Fire Rescue Give Back BBQ, Pops in the Park Community Concert Band, and other family- and youth-oriented events.

In addition, the Department facilitates facility rentals for a variety of ongoing and annual charitable and community events, including, but not limited to, the Upper Keys Rotary Club's Gigantic Nautical Market; Islamorada Chamber of Commerce's Island Fest and Holiday Fest; Village/Upper Keys Rotary July 4th Celebration; Florida Keys Swim Club Invitational Swim Meet; Swim Across America (local chapter) Open Water Swim; ICARE Trash Derby; Good Health Clinic's Luau Party; Island Knights Bike and Car Show; Florida Keys Fishing Guides Association Kids Fishing Derby; Alzheimer's Charity Walk; Special Olympics Swim and Paddleboard Events; On Your Toes Holiday Dance Recital; and Pool Swim for Save Alligator Lighthouse.

Analysis:

The existing Village-owned Special Events Policy and Fees were evaluated by staff in 2018 and again in 2021, with no changes recommended at that time due to economic impacts resulting from Hurricane Irma, followed by the COVID-19 pandemic. Following the conclusion of the August 2025 budget workshops, staff were directed to evaluate opportunities to increase revenues through user fees and new initiatives, with the goal of offsetting budgetary and operational costs. In addition to the review of the Founders Park Fee Schedule, this directive prompted a comprehensive review of the Special Events Policy and Fees.

Staff identified the following key areas for revision to maintain a balanced use of Founders Park as an event site while accommodating increased requests for smaller special events:

I. Intent and Scope of the Policy Rules

- The rules and regulations contained in this policy shall apply exclusively to Founders Park. Events held outside of Founders Park, including other Village-owned parks, shall be regulated by the Village's Temporary Use Regulations, Chapter 30, Article V, Division 8 of the Village Code.
- Islamorada Parks and Recreation Department-scheduled events are not governed by this policy and shall be regulated by the Founders Park Director or designee.
- Removal of prior language referencing agreements with Islamorada Community Entertainment (I.C.E.).

II. Definitions of Founders Park Special Events

- Updated event classifications based on the number of attendees:
 - o Major Special Event: An event planned for more than 1,000 attendees per day.
 - o Large Special Event: An event planned for 501–1,000 attendees per day.
 - o Regular Special Event: An event planned for 101–500 attendees per day.
 - o Small Special Event: An event planned for fewer than 100 attendees per day.

III. General Rules and Regulations for Founders Park Special Events

- Updates to event application submittal timeframes.
- Any new Special Event Application for events with more than 100 attendees shall be reviewed by, and receive a recommendation from, the Islamorada Parks and Recreation Citizens' Advisory Committee prior to approval.
- All special events must comply with Islamorada's Noise Ordinance.
- Any special event whose sole purpose is to provide a concert shall be held at the amphitheater. The use or installation of large stages in alternative park areas shall be prohibited.
- Failure to comply with policy requirements may result in additional fees, charges, or penalties.

IV. Number of Major Special Events (1,000+ attendees) Allowed Per Fiscal Year

- Reduction in the number of major special events from eight (8) to six (6) per fiscal year due to increased demand for smaller events and associated scheduling conflicts.
- Establishment of scheduling parameters to ensure balance between major events, including a minimum of thirty (30) days between events with 3,000 or more attendees and fourteen (14) days between events with 1,000–2,999 attendees.

V. Number of Large Special Events (Under 1,000 Attendees) Allowed Per Fiscal Year

- Removal of language pertaining to prior agreements with I.C.E.
- Special events with fewer than 500 attendees per day shall not be limited in number and may be scheduled at the discretion of the Founders Park Director.

VI. Fees

- Implementation of new and increased fees for daily event rentals, setup and breakdown, cleanup, and property damage deposits.

Staff's recommendation proposes a modest increase in revenues to help offset impacts to Park facilities while avoiding undue burden on the many charitable events that directly benefit the community. The full proposal outlining changes to the Village-owned Parks Special Events Policy and Fees is attached hereto as Exhibit "1."

The proposed amendments to the Special Events Policy and Fees were reviewed, discussed, and supported by the Parks and Recreation Citizens' Advisory Committee at its regular meetings held on October 23 and November 18, 2025.

Budget Impact:

Fees as contained in Exhibit "1" represent minor increases and additional deposits which are included to generate more complete cost recovery and small increases in Park revenues.

Staff Impact:

The Founders Park Director would implement the amended Special Events Policy and Fee Schedule.

Recommendation:

It is recommended that the Village Council adopt the proposed Resolution, thereby, approving the Amendment to the Village-owned Parks Special Event Policy and Fee Schedule.

- Attachments:**
1. 01_06_26 Resolution for Amendment to Village-owned Parks Special Event Policy
 2. Village-owned Parks Special Events Policy Revisions 1-06-25

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AMENDMENT TO THE VILLAGE-OWNED PARKS SPECIAL EVENTS POLICY AND FEE SCHEDULE; AUTHORIZING THE VILLAGE MANAGER TO IMPLEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Islamorada, Village of Islands (the "Village"), adopted Reso. 07-12-77 amending Park Rules and Regulations to establish the Village-owned Parks Special Events Policy and Fee Schedule; and

WHEREAS, the purpose of this policy is to promote the efficient, safe, and equitable use of Village Park facilities while ensuring a balanced use between Special Events and standard park activities; and

WHEREAS, Village Staff conducted a comprehensive review of the Village-Owned Parks Special Events Policy and Fee Schedule and proposed revisions attached hereto as Exhibit "1" to include key changes to the Policy Intent and Scope, Definitions of Special Events, General Rules and Regulations for Special Events, and Number of Special Events Allowed per Fiscal Year; and

WHEREAS, the rules and regulations contained in this policy shall apply exclusively to Founders Park;

WHEREAS, the revisions include removal of language pertaining to prior agreements with Islamorada Community Entertainment; and

WHEREAS, Village Council desires to amend the Special Event Fee Schedule providing for an increase to event rental fees and approving new requirements for additional fees, deposits, and penalties as further set forth herein as Exhibit "1"; and

WHEREAS, the Village Council finds that approval of this Resolution provides for

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

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

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

DON HORTON, 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

Village-owned Founders Parks Special Events Policy

Changes tracked in red:

I. Intent and Scope of Policy

1. The purpose of this policy is to balance the special event uses of ~~Village-owned Founders Parks~~ with other standard park uses such as youth sports, walking, biking and running. The policy allows for reasonable but controlled use of ~~Village-owned Founders Parks~~ as an event site and is intended to assist all types of Park uses to successfully coexist.
2. Rules and regulations included in this policy apply exclusively to ~~Village-owned Founders Parks~~. Events outside of ~~Village-owned Founders Parks~~ are regulated by the Village's Temporary Use regulations in Chapter 30, Article V Div. 8 of the Village Code.
3. ~~Islamorada Community Entertainment (I.C.E.) Islamorada Parks & Recreation Department~~ scheduled ~~amphitheater~~ events ~~may~~ ~~are~~ not be covered under this Policy, but are regulated by the ~~Agreement between the Islamorada, Village of Islands and I.C.E.~~ Founders Park Director or designee.

II. Definitions of ~~Village-owned Founders Parks~~ Special Events

1. Large-Major Special Event: An event planned for ~~1,000 or more~~ more than 1,000 attendees per day
2. Regular-Large Special Event: An event planned for ~~fewer than 1,000~~ 501-1000 attendees per day
3. Regular Special Event: An event planned for 101-500 attendees per day.
4. Small Special Event: An event planned for less than 100 attendees per day.

III. General Rules and Regulations for all ~~Village-owned Founders Park~~ Events

1. Only Village of Islamorada based non-profit 501(c) or other legally established Village of Islamorada non-profit groups may hold special events ~~for over one hundred (100) attendees at Village-owned~~ at Founders Parks. Other non-profit

501(c) organizations based in Monroe County may be considered on an individual basis.

2. A Special Event shall not exceed two (2) consecutive days.
3. Special Event applications must be submitted at least ~~sixty (60)~~ ninety (90) days in advance for special events planned for more than five hundred (500) attendees per day, ~~thirty (30)~~ sixty (60) days in advance for special events planned for five hundred or fewer attendees per day.
4. Any new Special Event Application for more than 100 attendees shall be reviewed and supported by the Islamorada Parks & Recreation Citizens' Advisory Committee prior to approval.
5. Insurance and licenses shall be required as deemed necessary by the Village Manager or Village Manager's designee (i.e. alcohol liability insurance, alcohol-liquor license, special events insurance). The Village must be named as additional insured on all required liability insurance.
6. Fire/EMS Department personnel, Sheriff's Office personnel and additional Park Attendants may be required as deemed necessary by the ~~Parks and Recreation~~ Founders Park Director. The cost of such personnel shall be borne by the event applicant.
7. Special conditions and arrangements relating to event logistics may be required by the ~~Parks and Recreation~~ Founders Park Director and shall be included in writing in the special event application package to be signed by the event applicant.
8. All event signage must be approved by both the ~~Parks and Recreation~~ Founders Park Director and the Planning and Development Services Department.
9. The Parks Rules and Regulations Policy shall apply to all special events unless special permitting is obtained (i.e. alcohol licensing, etc.).
10. All special events must comply with Islamorada Village Code Article 18-IV, Noise Ordinance.
11. Any special event with the sole purpose of providing a concert must be held within the designated amphitheater facility. The use of or installation of large stages in alternative areas of the Park or open spaces is prohibited.

12. All required fees, security deposits, insurance, authorizations, and other requirements associated with the special event and use of the facility shall be paid and/or completed twenty-one (21) days prior to the date of the special event.
13. No physical alteration of any building, structure, facility or appurtenance thereof shall be made without prior written approval of the Village Manager or the ~~Parks and Recreation~~ Founders Park Director.
14. Upon completion of the event, the event applicant is responsible for ensuring that the facility and adjacent areas are clear, orderly, and free of any obstructions or litter.
15. Special events that are not in compliance with applicable requirements or are in violation of the Park Rules and Regulations Policy may be terminated by the Village Manager or his/her designee. In such instances, no refund of fees or security deposits would be warranted or considered. ~~Failure to comply with these requirements may also result in additional charges for cleanup or repairs, and/or restrictions on future event approvals.~~

IV. Number of ~~Large Major~~ Special Events (over 1,000 attendees per day) allowed per fiscal year

1. The projected number of special event attendees shall be determined based on the history of the individual event or similar events and verifiable data available for consideration and mutually agreed upon by the ~~Parks and Recreation~~ Founders Park Director and event applicant.
2. No more than ~~eight (8)~~ six (6) large major special events shall be held per fiscal year (October 1 through September 30). The scheduling of ~~(8)-six (6)~~ special events shall be governed by the following:
 - a) ~~Two (2) of the eight special events shall be reserved for (I.C.E.) scheduled amphitheater events.~~
 - b) ~~No more than four (4) of the eight special events shall be planned for over 3,000 attendees per day.~~
 - e) ~~At least three (3) of the eight special events shall be scheduled to occur between August 1 and December 31.~~

- ~~d) — No more than five (5) of the eight special events shall be specifically scheduled between January 1 and July 31.~~
- a) There shall be a minimum of thirty (30) days between major events planned for over 3,000 attendees per day
- b) There shall be a minimum of fourteen (14) days between major events planned for 1,001-2,999 attendees.

V. Number of ~~Regular~~ Large Special Events (under 1,000 attendees per day) allowed per fiscal year

- ~~1. I.C.E. scheduled Amphitheater events are not covered under this policy, but are regulated by the Agreement between the Islamorada, Village of Islands and I.C.E.~~
- ~~2. Special events planned for fewer than one hundred (100) attendees are governed by Park Rules, Regulations and Policies. The number of these events per year is not limited.~~
- 3. Special events planned for 501-1,000 attendees shall be limited to two (2) per year.
- 4. Special events planned for ~~100-~~ less than 500 attendees shall not be limited ~~to four (4) per year.~~
- 5. The ~~Parks and Recreation~~ Founders Park Director shall have discretion for the approval of all special event dates, based upon potential conflict with other park events and/or programs and other factors as determined.

VI. Fees

- 1. Small special events planned for up to 100 attendees: ~~are governed by the fee schedule established by the Park Rules and Regulations Policy.~~
Event rental fee: \$100 per day;
Daily rental fee for setup and/or breakdown may apply: \$50 per day;
Required clean-up and property damage deposit: \$200
- 2. ~~Park gate fee for~~ Regular special events planned for 101-500 attendees: ~~\$250 per day. (additional maintenance and administrative recovery fee may be required)~~
Event rental fee: \$275;

Daily rental fee for setup and/or breakdown may apply: \$125 per day;
Required clean-up and property damage deposit: \$500.

3. ~~Park fee for regular~~ Large special events planned for 501-1,000 attendees: ~~\$650 per day.~~
(~~\$400 gate fee and \$250 maintenance and administrative cost recovery fee~~)
Event rental fee: \$725;
Daily rental fee for setup and/or breakdown may apply: \$250 per day;
Required clean-up and property damage deposit: \$1,000
4. ~~Park fee for large~~ Major special events planned for more than 1,000 attendees:
~~\$950 per day.~~
(~~\$500 gate fee and \$450 maintenance and administrative cost recovery fee~~)
Event rental fee: \$1050;
Daily rental fee for setup and/or breakdown may apply: \$250-500 per day
dependent upon the impacts to the Park as determined by the Founders Park
Director;
Required clean-up and property damage deposit: \$3,500.00
5. Additional facility rental fees may be required based upon the type and scope of
the event as determined by ~~the Parks and Recreation~~ Founders Park Director.
~~Facility rental fees are governed by the Park Rules, Regulations and Policies.~~
6. Depending on the nature of the event and/or past history of specific special events,
the ~~Parks and Recreation~~ Founders Park Director may, at his/her discretion, require
additional deposit(s) to cover potential damages, incidental expenses or other
potential costs related to the Event.
7. Fire/EMS Department personnel fees shall be determined by the Islamorada Fire
Chief.
8. Sheriff's Office personnel fees shall be determined by the Monroe County
Sheriff's Office.

9. Park Attendant fees shall be determined by the ~~Parks and Recreation Founders~~ Park Director.
10. ~~All special event fees and deposits must be paid to the Village at least seven (7) business days prior to the scheduled event.~~

RESOLUTION NO. 565 - 2025

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA REITERATING ITS LONG-STANDING OPPOSITION TO THE INCLUSION OF NEW OFFSHORE OIL AND GAS LEASING OFF THE COAST OF FLORIDA IN THE FIVE-YEAR NATIONAL OUTER CONTINENTAL SHELF OIL AND GAS LEASING PROGRAM.

WHEREAS, the Board of County Commissioners (hereinafter “the Board”) has repeatedly expressed its long-standing opposition to new offshore oil and gas exploration off the Coast of Florida, as most recently evidenced by Resolution 111-2017 as well as the Board’s adopted legislative agendas in 2018 through the present; and

WHEREAS, the Bureau of Ocean Energy Management (hereinafter “BOEM”) is developing the 11th National Outer Continental Shelf Oil and Gas Leasing Program, which would open over 31,000 square miles of new areas for offshore oil drilling moving this activity to within 100 miles of the Florida shoreline including the Dry Tortugas, a pristine, ecologically delicate, protected, historical and revered western most portion of Monroe County, and positioning permissible oil drilling operations within prevailing currents that portends that any spills would result in direct harms to the Florida Keys economy and ecosystems; and

WHEREAS, the BOEM, under the Department of Interior of the United States, in has requested public input on whether to include new offshore leasing areas by no later than **January 23, 2026**; and

WHEREAS, the Federal Register notice of the public comment period that was published on November 24, 2025, directs interested parties to submit comments either by:

- a) Online submission through the “regulations.gov” web portal regarding “Docket ID: BOEM-2025-0482”; or
- b) Mailed in an envelope labeled Comments to the 11th National OCS Oil and Gas Leasing Program and mailed or hand delivered to Ms. Kelly Hammerle, Bureau of Ocean Energy Management (VAM-LD), 45600 Woodland Road, Sterling, VA 20166-9216.

WHEREAS, the economy of Monroe County, better known as the Florida Keys, depends heavily on a healthy coastal and marine environment, supporting industries such as tourism, recreation, commercial and recreational fishing, and related small businesses; and

WHEREAS, our local economy is further enhanced through the military training activities that take place at Naval Air Station Key West (NASKW), which support flight training and test, surface vessel training and test, and subsurface test and training operations in the Eastern Gulf Test and Training Range (EGTTR), which is used by all branches of the military; and

WHEREAS, the training and test operations based out of NASKW, Naval Surface Warfare Center Panama City as well as Eglin, Tyndall, and MacDill Air Force Bases, rely on unfettered access to the air and sea space over the Eastern Gulf of America; and

WHEREAS, the proposed oil exploration threatens the long-standing, unfettered encroachment free access by the U.S. military services to air and sea space of the Gulf; and

WHEREAS, clean water, thriving ecosystems, and an attractive coastal environment are vital to maintaining property values, sustaining local businesses, and ensuring the quality of life for residents and visitors alike; and

WHEREAS, offshore oil and gas exploration, development, and drilling carry inherent risks, including oil spills, leaks, habitat destruction, and pollution, which could cause significant, long-term harm to our coastal economy, natural resources, and way of life; and

WHEREAS, the history of risk associated with the oil and gas industry and the inability to control harmful oil spills, as demonstrated in the 2010 Deep Water Horizon Oil Spill located nearly 300 miles from the Florida Keys and Monroe County, resulted historic damage to Florida's coastal shoreline as well as its economy; and

WHEREAS, even the perception of environmental risk associated with offshore drilling can negatively impact tourism, investment, and business development in coastal areas; and

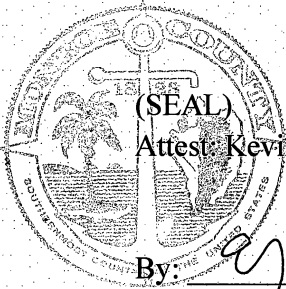
WHEREAS, the protection of our citizens, community, ecosystems, coastal environment, military readiness and economy is a priority for the Board, and the Board finds that the long-term well-being of our community outweighs the short-term benefits that expanded offshore drilling might offer to the oil and gas industry;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Monroe County, Florida that:

1. The Board formally opposes the inclusion of any new offshore oil and gas leasing off the Florida coast in the 11th National Outer Continental Shelf Oil and Gas Leasing Program.
2. The Board urges the Bureau of Ocean Energy Management (BOEM) to prioritize the protection of coastal economies, communities, and ecosystems by excluding new offshore oil and gas leases from the final leasing program.
3. The Board urges our federal representatives in Congress to oppose efforts to expand offshore drilling and to support policies that protect our oceans, coasts, and the industries and communities that depend on them.
4. The Board expresses support for S. 3082, the American Shores Protection Act of 2025 that Senator Ashley Moody has sponsored and which has been co-sponsored by Senators Rick Scott and Lindsey Graham. That bill would permanently bar oil and gas drilling off the coasts of Florida including the Eastern Gulf.
4. The Clerk is directed to submit a certified copy of this resolution as the Board's public comment to Ms. Kelly Hammerle, Bureau of Ocean Energy Management (VAM-LD), 45600 Woodland Road, Sterling, VA 20166-9216.
5. Staff is authorized to develop and submit more comprehensive comments on behalf of the Board.
6. The Clerk is directed to send a copy of this resolution to:
 - a. President Donald J. Trump, 1600 Pennsylvania Ave., NW Washington, DC 20500;
 - b. Secretary of War Pete Hegseth, 1000 Defense Pentagon, Washington, DC 20301-1000;
 - c. Governor Ron DeSantis, 400 S. Monroe Street, Tallahassee, FL 32399-0001;
 - d. Senator Rick Scott, 110 Hart Senate Office Bldg., Washington, DC 20510
 - e. Senator Ashley Moody, 387 Russell Senate Office Bldg., Washington, DC 20510
 - f. Rep. Carlos Gimenez, 448 Cannon House Office Bldg., Washington, DC 20515
 - g. State Senator Ana Maria Rodriguez, 410 Senate Bldg., Tallahassee, FL 32399
 - h. State Representative Jim Mooney, 334 The Capitol, Tallahassee, FL 32399
 - i. The Clerks of the cities of Key Colony Beach, Key West, Layton, and Marathon as well as the Islamorada Village Clerk with a request that each Clerk distribute this resolution to members of their governing bodies, their City Managers, and City Attorneys.
7. Members of the Community are encouraged to submit public comment opposing the proposal to the Bureau of Ocean Energy Management by January 23, 2026, through the web portal or by mail.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at its regular business meeting held on the 10th day of December 2025, in Key Largo, Florida.

Mayor Michelle Lincoln	<u>Yes</u>
Mayor <i>Pro Tem</i> David Rice	<u>Yes</u>
Commissioner Craig Cates	<u>Yes</u>
Commissioner James K. Scholl	<u>Yes</u>
Commissioner Holly Merrill Raschein	<u>Yes</u>



(SEAL)
Attest: Kevin Madok, Clerk

By: *Kevin Madok*
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: *Michelle Lincoln*
Mayor Michelle Lincoln

Approved as to Form and Legal Sufficiency
For reliance by the Monroe County BOCC only:

Robert B. Shillinger, Jr.

Digitally signed by Robert B. Shillinger, Jr.
Date: 2025.12.22 16:23:22 -05'00'

Robert B. Shillinger, Jr., County Attorney

FILED FOR RECORD
2025 DEC 30 AM 10:01
CLK CIR 01
MONROE COUNTY FLA



Council Communication

To: Mayor and Village Council
From: John Quick, Interim Village Attorney
Date: January 6, 2026
SUBJECT: **Resolution Establishing a Charter Review Committee TAB 9**

Background:

At the December regular Village Council meeting, Council gave direction to prepare a resolution establishing a Charter Review Commission ("CRC") in advance of the 2026 election.

Analysis:

This resolution would create a CRC with an automatic sunset date of seven (7) months from the date it is appointed or the date the CRC submits its final recommendations to the Council, whichever is earlier, unless the Council determines otherwise by resolution. .

Budget Impact:

N/A

Staff Impact:

A staff liaison would need to be appointed to work with the CRC.

Recommendation:

Attachments: 1. 4CH1757-Resolution establishing charter review committee (2026)

RESOLUTION NO. 26-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ESTABLISHING A CHARTER REVIEW COMMITTEE TO PROVIDE RECOMMENDATIONS TO THE VILLAGE COUNCIL REGARDING THE VILLAGE CHARTER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Islamorada, Village of Islands ("Village") incorporated in 1997 pursuant to Chapter 97-348, Laws of Florida; and

WHEREAS, the Village has operated under the Village Charter as specified in Chapter 97-348, Laws of Florida, as amended from time to time ("Charter"); and

WHEREAS, at various points since incorporation a charter review committee has recommended changes to the Charter which were submitted to the electorate; and

WHEREAS, the Village Council ("Council") desires to review the Charter to determine if additional revisions to the Charter should be made; and

WHEREAS, the Council desires to establish a Charter Review Committee ("Committee") to provide community input for consideration by the Council in deciding whether to amend the Charter.

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. Establishment of Charter Review Committee. The Council hereby establishes a Charter Review Committee to make reports and recommendations to the Village Council concerning potential revisions to the Charter.

Section 3. Membership and Term. The Committee shall be comprised of seven (7) members appointed by the Council. Members of the Committee shall be residents and electors of the Village. Each Village Councilmember shall appoint one (1) person from a list of applicants or from personal contacts. The Council will appoint the two (2) remaining members by a majority vote.

The following members are hereby appointed to the Committee: and

1. [Insert name], appointed by Mayor Don Horton; and
2. [Insert name], appointed by Vice Mayor Sharon Mahoney; and
3. [Insert name], appointed by Councilmember Steve Friedman; and
4. [Insert name], appointed by Councilmember Deb Gillis; and
5. [Insert name], appointed by Councilmember Anna Richards; and
6. [Insert name], appointed by majority of the Council; and
7. [Insert name], appointed by majority of the Council.

Section 4. Meetings and Powers. Meetings of the Committee shall be held at least once a month and more often if the Committee determines that more meetings are needed. All meetings shall be open to the public, and notice of such meetings shall be given as required by State law. A majority of the Committee shall constitute a

quorum. Provided there is a quorum present, an affirmative vote of the majority of those members present shall be required to take official action. Each of the proposed Charter amendments included in the final report of the Committee shall be by a majority vote of the members of the Committee. The Committee shall record minutes at each of its meetings and shall promptly provide a copy of the minutes to the Village Clerk. The Committee, at its first meeting, shall organize itself by electing one (1) of its members as the chair, one (1) member as the vice-chair. At the first meeting, the Committee shall also determine which sections of the Charter should be considered for amendment. The Committee shall report to the Council its recommendations regarding which sections should be considered for amendment. The Council shall review and approve, or approve with revisions, the Committee's recommendations to consider such sections for amendment and shall so instruct the Committee prior to its next meeting.

Section 5. Disqualification of Members and Compensation

1. Should any committee member miss two (2) consecutive meetings without justification, whether regular meetings or special meetings, that person shall be disqualified as a member of the Committee; and the corresponding Council Member or if the member was appointed by the full Council, then the Council, who appointed the committee member shall immediately appoint a successor for the balance of the unexpired term of the vacant seat.

2. The members of this Committee shall serve without compensation or reimbursement.

Section 6. Duties. It shall be the duty of the Committee to:

1. Review all provisions of the Charter and consider whether the Charter should be amended;
2. Report monthly to the Council regarding the Committee's activities;
3. Prepare a final report no later than **May 31, 2026** advising the Council of its recommendations regarding any amendments to the Charter;
4. Take a separate vote on each proposed Charter amendment; and
5. Attend a Council meeting to present the Committee's final report.

Section 7. Staff Participation. At all meetings of the Committee the Village Manager or his designee shall be present to provide information, support, and input regarding the issues raised by the Committee and to record the minutes of the meeting.

Section 8. Sunset. This Resolution shall sunset and the Committee shall be dissolved seven (7) months from the date it is appointed or the date it submits its final recommendations to the Council, whichever is earlier, unless the Council determines otherwise by resolution.

Section 9. Effective Date. This Resolution shall become effective immediately upon its adoption.

Remainder of this page intentionally left blank.

Motion to adopt by _____, second by _____.

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

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

PASSED AND ADOPTED ON THIS ___ DAY OF _____, 2026.

DON HORTON, 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