



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

January 8, 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. Plan for Allocation of the Early Evacuation Workforce Units **TAB A****
- V. CITIZENS' ADVISORY COMMITTEE REPORTS & APPOINTMENTS**
- 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. RESOLUTIONS**
- X. ORDINANCES**
 - A. Ordinance to Amend Policy 3.2.1.2: Specific Standards and Requirements for Workforce - Affordable Housing of the Islamorada Comprehensive Plan - **Second Reading TAB B** Jennifer DeBoisbriand , Planning Director**

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

- B. Ordinance to Amend Sec 30-476 Building Permit Allocation Evaluation Criteria and Award of the Village Code - **Second Reading TAB C** Jennifer DeBoisbriand , Planning Director
AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING VILLAGE CODE SECTIONS 30-476, BUILDING PERMIT ALLOCATION EVALUATION CRITERIA AND AWARD; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

XI. QUASI-JUDICIAL

- A. Administrative Appeal of Village's Environmental Determination **TAB D** Daniel Parobok, Senior Environmental Planner/Biologist, Jennifer DeBoisbriand , Planning Director
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING ADMINISTRATIVE APPEAL OF THE ENVIRONMENTAL DETERMINATION OF THE VILLAGE'S BIOLOGIST FILED BY BARTON W. SMITH, AGENT FOR BONEFISH HOLDINGS LLC (APPELLANT) FOR PROPERTY LOCATED ON OLD HWY, HAVING REAL ESTATE NUMBERS 0040520-000000;00404260-000000;00404270-000000;00404280-000000;00404290-000000;00095045-000300;000950-0001;00095045-000100 AND 00095045-000201, ON UPPER MATECUMBE KEY; AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS RESOLUTION TO THE STATE DEPARTMENT OF COMMERCE AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS RESOLUTION FROM THE STATE DEPARTMENT OF COMMERCE.
- B. Tide Avenue - Road Abandonment **TAB E** Jennifer DeBoisbriand , Planning Director
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING A REQUEST BY COREY SCHERBER ("APPLICANT"), TO ABANDON AND VACATE A PORTION OF TIDE AVENUE RIGHT OF WAY, AS SHOWN ON THE SKETCH OF DESCRIPTION AS DRAWN BY MASSEY-RICHARDS SURVEYING & MAPPING, LLC, DATED MAY 31, 2025; RESERVING TO THE VILLAGE ALL RIGHTS OVER ANY PUBLIC UTILITY EASEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

XII. MOTIONS

- A. **Added 01/07/26** — Appointments to the Charter Review Committee
- B. **Added 01/07/26** - Resolution to Approve Baseball Field License Agreement and Use Agreement with the School Board of Monroe County **TAB X** 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**

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: Jennifer DeBoisbriand , Planning Director
Date: January 8, 2026
SUBJECT: **Plan for Allocation of the Early Evacuation Workforce Units TAB A**

Background:

The Workforce/ Affordable Housing Committee has been working on a plan to encourage/incentivize the use of the Village's early evacuation allocations. This plan has undergone several iterations and the attached document outlines a consensus of their recommendations.

Analysis:

Staff will need direction from Council on how to proceed regarding these items.

Budget Impact:

Budget impact will depend on Council direction.

Staff Impact:

Staff impact will depend on Council direction.

Recommendation:

Attachments: 1. Early Evacuation Plan V.2

PLAN FOR THE ALLOCATION OF THE EARLY EVACUATION WORKFORCE UNITS

A Discussion for the Affordable Housing Committee

Based on the restrictions placed on these units by the State and the Village Code, it is unlikely these can be used to mitigate a takings claim:

- a) be multifamily structures;
 - b) be rental units;
 - c) require, at a minimum, adherence to the latest edition of the Florida Building Code as published by the Florida Building Commission;
 - d) not be placed in the V-Zone or within the Coastal Barrier Resource Systems;
 - e) require on-site property management;
 - f) comply with applicable habitat and other locational criteria and densities for multifamily affordable housing units;
 - g) shall not be placed in any habitat defined as mangroves, saltmarsh & buttonwood, tropical hardwood hammock or freshwater wetlands (except for disturbed categories);
 - h) incorporate sustainable and resilient design principles into the overall site design;
 - i) ensure accessibility to employment centers and amenities;
 - j) require deed-restrictions ensuring that:
 - k) the property remains workforce-affordable housing in perpetuity;
 - l) tenants evacuate during the period in which transient units are required to evacuate;
 - m) rental agreements contain a separate disclosure requiring renters to acknowledge that failure to adhere to the evacuation requirement could result in severe penalties, including eviction, to the resident;
 - n) onsite property managers are formally trained in evacuation procedures.
1. The Village should replenish the Affordable Housing Fund by reimbursing the account for any reduction that did not actually result in an affordable housing unit. (The funds in this account will be needed in Item 5 below)
 2. No division of units into income categories. All 300 to be used for moderate income.
 3. WAHC recommends no municipal fees for Affordable Housing projects including impact fees.

4. WAHC recommends projects utilizing Affordable housing allocations should prioritize locals (earning \$ from Monroe County).
5. WAHC recommends increasing density for Affordable housing allocations.
6. WAHC recommends reducing parking and landscaping requirements for Affordable Housing allocations.
7. WAHC recommends FKEC and FKAA waive fees for affordable housing allocations.
8. WAHC had some discussion about allowing the clearing of hammock for affordable housing but there was not a consensus.
9. Establish the following criteria and procedure for Reservation of Rights :
 - a) After a Pre-Application Conference, the Planning Director will determine if the property meets the criteria/requirements for the development of affordable housing units, and the number of units allowed by code.
 - b) The owner/applicant will complete an application as established by the Planning Director requesting to reserve Early Evacuation Workforce Housing Units. At a minimum, the application will contain the parcel(s), the owner's name, address, phone, email, and the number of units requested.
 - c) A non-refundable Reservation Deposit of **\$ 2,000** per unit shall be paid when the application is submitted to the Planning Department. The Applicant will have 180 days from date of completed application to apply for a permit. The Reservation Deposit will be applied to the permit fees when the Permit is picked up. The Deposit funds will be forfeited into the Affordable Housing Mitigation Fund if the Applicant does not pick up the permit.
 - d) An extension can be requested by the Applicant to receive an additional 90 days to apply for the permit. An additional Deposit of \$1,000 per unit will be required upon request of an extension. ("Extension Deposit") All Extension Deposits shall be applied to the Permit Fees, and failure to pick up the permit will result in the forfeited Extension Deposit going into the Affordable Housing Mitigation Fund.
5. For any project NOT receiving other Grant Funding or Federal Tax Credits, the Village may make available Grant Funding for any project consisting of Low Income and/or Very Low Income units. These monies shall come from the Affordable Housing Mitigation Fund and shall be disbursed according to the following criteria:

- a) Grant eligibility is limited to residents of Monroe County or business whose primary business address is located in Monroe County.
- b) The Village may award up to \$10,000 per unit with a maximum of \$250,000 for each project.
- c) Payments shall be issued during the construction process at such time as the unit has passed the Dry-In inspection.

* equivalent to 10 years rent differential

NOTE: One project can consist of both categories.



Council Communication

To: Mayor and Village Council
From: Jennifer DeBoisbriand , Planning Director
Date: January 8, 2026
SUBJECT: **Ordinance to Amend Policy 3.2.1.2: Specific Standards and Requirements for Workforce - Affordable Housing of the Islamorada Comprehensive Plan - Second Reading TAB B**

Background:

The Village has specific criteria for the construction of the "affordable early-evacuation" allocation pool. This criteria was established when the 300 early evacuation allocations were given to the Village. One of the criteria is that the units "shall not be placed in the V-zone or within the Coastal Barrier Resource System".

Analysis:

Given the standards of construction in Islamorada, it was asked that we consider the removal of this restriction. The Local Planning Agency reviewed this amendment at its meeting on April 14, 2025. It was recommended for adoption unanimously.

The Village Council approved this amendment on first reading on June 12, 2025.

This amendment was rendered to the Florida Department of Commerce after first reading. The Village received an Objections, Recommendations and Comments Report dated August 12, 2025. I have attached that for your review. I have also attached what will be staff's response when we render after second reading if the amendment is approved.

Budget Impact:

None

Staff Impact:

None

Recommendation:

Planning Staff recommends approval of this ordinance.

Attachments:

1. VIL ISLAMORADA 25-02ACSC (P)
2. Village Transmittal Response to ORC AH VZone
3. 2007 Workforce Housing Study Islamorada
4. CBRS map
5. V Zone Comp Plan Ord with 1st Vote

August 12, 2025

The Honorable Sharon Mahoney
Mayor, Village of Islamorada
86800 Overseas Highway
Islamorada, Florida 33070

Dear Mayor Mahoney,

FloridaCommerce has completed its review of the proposed comprehensive plan amendment for the Village of Islamorada (Amendment No. 25-02ACSC), which was received on June 13, 2025. FloridaCommerce has reviewed the proposed amendment in accordance with the state coordinated review process set forth in sections 163.3184(2) and (4), Florida Statutes (F.S.), for compliance with Chapter 163, Part II, F.S.

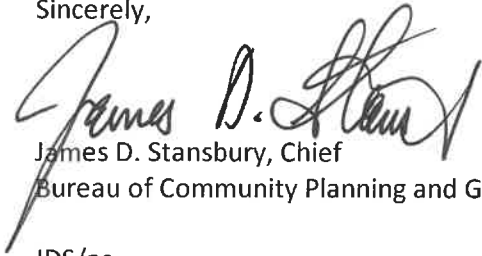
The attached Objections, Recommendations, and Comments Report outlines FloridaCommerce findings concerning the amendment. FloridaCommerce has identified an objection and has included recommendations regarding measures that can be taken to address the objection.

The Village should act by choosing to adopt, adopt with changes or not adopt the proposed amendment. For your assistance, the procedures for final adoption and transmittal of the comprehensive plan amendment are enclosed.

The second public hearing, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of FloridaCommerce's attached report, or the amendment will be deemed withdrawn unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to section 163.3184(4)(e)1., F.S. **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the final adoption hearing or the amendment shall be deemed withdrawn pursuant to section 163.3184(4)(e)2., F.S.**

FloridaCommerce staff is available to assist the Village to address the objection. If you have any questions related to this review, please contact Adanis Suttle, Planning Analyst, by telephone at (850)-921-3269 or by email at Adanis.Suttle@Commerce.fl.gov.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/as

Enclosures: Objections, Recommendations, and Comments Report
Procedures for Adoption
Reviewing Agency Comments

cc: Jennifer DeBoisbriand, Planning Director, Village of Islamorada
Isabel Cosio Carballo, MPA, Executive Director, South Florida Regional Planning Council

**Objections, Recommendations and Comments Report
Proposed Comprehensive Plan Amendment
The Village of Islamorada 25-02ACSC**

The FloridaCommerce has identified an objection regarding the Village of Islamorada’s proposed comprehensive plan amendment. The objection is provided below, along with recommended actions the Village could take to resolve issues of concern. If the Village adopts the plan amendment without adequately addressing the objection, FloridaCommerce may find the amendment not in compliance with Chapter 163, Part II, Florida Statutes (F.S.), pursuant to section 163.3184(4)(e)4., F.S.

FloridaCommerce staff has discussed the basis of the report with local government staff and is available to assist the Village to address the objection.

I. Objection:

Objection 1: Internal Inconsistency and Lack of Data and Analysis

The proposed amendment does not include relevant and necessary data and analysis as required by section 163.3177(1)(f), Florida Statutes (F.S). The proposed amendment fails to support the policy change or to evaluate the impact on workforce-affordable housing development in high-risk flood areas. Additionally, the Village's proposed amendment is not consistent with several objectives and policies in the existing Comprehensive Plan, that aim to direct development away from velocity zones and the Coastal High Hazard Area (CHHA).

Section 163.3177(1)(f), F.S., requires that all elements and amendments to the comprehensive plan be based upon relevant and appropriate data and an analysis by the local government. Furthermore, no analysis has been provided to evaluate the proposed amendment’s consistency with the Coastal Management Element, as required by sections 163.3177(2) and 163.3177(6)(g) F.S. Coordination among these elements is essential, particularly when modifying policies related to land use and affordable housing in hazard-prone areas.

Statutory Authority: Sections 163.3177(1)(f), 163.3177(2), 163.3177(6)(a)2., 163.3177(6), 163.3177(6)(f), 163.3177(6)(g), 163.3178, and 163.3184(4).

Recommendation The Village of Islamorada must revise the amendment to provide relevant and appropriate data and analysis to evaluate the impacts of allowing Workforce-Affordable Housing allocations in V-Zones and the Coastal Barrier Resource System (CBRS). The Village must also ensure the amendment is consistent with all elements of the Comprehensive Plan.

In responding to this objection, the Village of Islamorada should consider the provisions under Chapter 2025-190, Laws of Florida (L.O.F.), which was approved on June 26, 2025, and applies retroactively to August 1, 2024. The Village should ensure that adopted amendment is not more restrictive or burdensome.

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR STATE COORDINATED REVIEW

Section 163.3184(4), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce’s electronic amendment submittal portal “**Comprehensive Plan and Amendment Upload**” (<https://fldco.my.salesforce-sites.com/cp/>) or submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council, Water Management District, Department of Transportation, Department of Environmental Protection, Department of State, the appropriate county (municipal amendments only), the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only), and the Department of Education (amendments relating to public schools), and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package.

_____ Summary description of the adoption package, including any amendments proposed but not adopted.

_____ Ordinance number and adoption date.

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government.

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact.

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendment, an adopted future land use map, **in color format**, clearly depicting the parcel, its existing future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required.

_____ Copy of executed ordinance adopting the comprehensive plan amendment(s).

Suggested effective date language for the adoption ordinance for state coordinated review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that this amendment is in compliance. If the amendment is timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the FloridaCommerce did not previously review.

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment.

_____ Statement indicating the relationship of the additional changes not previously reviewed by the FloridaCommerce to the ORC report from the FloridaCommerce.

Harris, Donna

From: Plan_Review <Plan.Review@dep.state.fl.us>
Sent: Friday, July 11, 2025 2:18 PM
To: DCPexternalagencycomments
Cc: Plan_Review
Subject: [EXTERNAL] - Islamorada 25-02ACSC Proposed

CAUTION - "This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe."

To: Donna Harris, Senior Plan Processor, Florida Commerce Bureau of Community Planning and Growth

Re: Islamorada 25-02ACSC – State Coordinated Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Please submit all future amendments by email to Plan.Review@FloridaDEP.gov. If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.





Florida Department of Transportation

RON DESANTIS
GOVERNOR

1000 N.W. 111 Avenue
Miami, Florida 33172

JARED W. PERDUE, P.E.
SECRETARY

June 30, 2025

Ms. Jennifer DeBoisbriand
Planning Director
Planning and Development Services Department
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

Subject: Comments for the Islamorada, Village of Islands Comprehensive Plan - Amendment FDEO #25-02ACSC

Dear Ms. DeBoisbriand:

Pursuant to Section 163.3184(3), Florida Statutes (F.S.), in its role as a reviewing agency as identified in Section 163.3184(1)(c), F.S., the Florida Department of Transportation, District Six, reviewed the proposed amendments to the Islamorada, Village of Islands, Comprehensive Plan. The proposed amendments modify/update the requirements for workforce-affordable housing units in the Comprehensive Plan.

The District reviewed the amendment package per Chapter 163 Florida Statutes and found the proposed text amendment would not adversely impact transportation resources and facilities of state importance.

Thank you for coordinating on the review of these proposed amendments with FDOT. If you have any questions, please do not hesitate to contact me by email at shereen.yeefong@dot.state.fl.us or at 305-470-5393.

Sincerely,

DocuSigned by:

A handwritten signature in blue ink, appearing to read "Shereen Yee Fong", is enclosed within a blue rectangular border.

B06CD06755954DD...

Shereen Yee Fong, MS-CE

Community Planning Coordinator



June 13, 2025

Plan Review and Processing Administrator
Florida Department of Commerce

Uploaded to Portal

**Subject: Compliance Review of Proposed Ordinance 25-XX Amending Policy 3-2.12:
Specific Standards and Requirements for Workforce Affordable Housing**

Pursuant to Chapter 163, Part II, Florida Statutes, the Islamorada, Village of Islands Planning and Development Services Department, acting with the Florida Keys Area of Critical State Concern, hereby transmit the attached submittal package and requests the Florida Department of Commerce review the proposed amendment. The amendment is subject to the State Coordinated Review process pursuant to Section 163.3184(4), Florida Statutes.

The proposed amendment has been sent to the following review agencies and governments for their review and response via email:

- South FI Regional Planning Council
- South FI Water Management District
- FI Department of Environmental Protection
- FI Department of Transportation
- FI Secretary of State
- Monroe County, Florida

Chapter 3: Housing Element

There is one (1) proposed ordinance, which is summarized in the table below, amending Policy 3-2.12

Ord No	Amendment Name	Amendment Title	LPA Hearing Date	1st VC Hearing Date	2nd VC Hearing Date
25-XX	Amending Policy 3-2.12: Specific Standards and Requirements for Workforce Affordable Housing.	AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING POLICY 3-2.1.2: SPECIFIC STANDARDS AND REQUIREMENTS FOR WORKFORCE-AFFORDABLE HOUSING; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.	April 14, 2025	June 12, 2025	TBD

- The proposed amendment is applicable to the Florida Keys Area of Critical State Concern.
- The Plan amendment is not within Orange, Lake or Seminole Counties, and therefore, the plan amendment does not apply to the Wekiva River Protection Area pursuant to Chapter 369, Part III, F.S.
- The proposed amendment is not one of the exemptions to the twice per calendar year limitation on the adoption of comprehensive plan amendments.
- A copy of the proposed amendment with all supporting documentation, which includes data and analysis have been sent to all the review agencies.
- The amendment is not proposed to be adopted under a joint planning agreement pursuant to Section 163.3171, F.S.

- The proposed amendment does not update the five-year schedule of Capital Improvements.
- There were no requests for citizen courtesy information.

The contact person for this amendment is: Jennifer DeBoisbriand, Planning Director @ (305)664-6440 or email to Jennifer.deboisbriand@islamorada.fl.us.

Thank you in advance for your timely review of these materials. Should you have any questions about the proposed amendment, please contact us.

Sincerely,

Anita Muxo

Anita Muxo, Planning & Zoning Technician

anita.muxo@islamorada.fl.us

(305)664-6498

ORDINANCE NO. 25- ____

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING POLICY 3-2.12: SPECIFIC STANDARDS AND REQUIREMENTS FOR WORKFORCE-AFFORDABLE HOUSING; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, on December 6, 2001, Islamorada, Village of Islands, Florida (the "Village") adopted the Village Comprehensive Plan (the "Comprehensive Plan"); and

WHEREAS, Section 163.3191, Florida Statutes, directs local governments to periodically assess the status of the adopted comprehensive plan in adequately addressing changing conditions; and

WHEREAS, the Village desires to facilitate the development of Workforce-Affordable Housing; and

WHEREAS, the Village Council desires to amend the Comprehensive Plan in order to revise the standards and requirements for Workforce-Affordable Housing within the Village ("Amendment"); and

WHEREAS, the Village has conducted duly noticed public hearings for the Comprehensive Plan Amendment pursuant to Section 163.3184(11), Florida Statutes; and

WHEREAS, pursuant to Section 163.3174, Florida Statutes and Sections 30-101 of

the Village Code, the Local Planning Agency publicly considered this Ordinance during a duly noticed public hearing; and

WHEREAS, the provisions of this Ordinance are consistent with the Village Comprehensive Plan and the Principles for Guiding Development in the Florida Keys Area of Critical State Concern; and

WHEREAS this Ordinance is enacted to conduct the purpose and intent of, and exercise the authority set out in, the Community Planning Act; and

WHEREAS the Village Council finds that this Ordinance is in the best interest and welfare of the residents of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA AS FOLLOWS:¹

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

Section 2. Comprehensive Plan Amendments Adopted. The Village Council hereby adopts the amendments to the Comprehensive Plan attached hereto as Exhibit "A."

Section 3. Transmittal. Pursuant to Sections 163.3184, Florida Statutes, the Village Clerk is authorized to forward a copy of this Ordinance to the State Department of Commerce.

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with **highlighted** ~~double-strikethrough~~ and double underline.

Section 4. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand withstand the invalidity of any part.

Section 5. Conflicts. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 6. Effective Date. This Ordinance shall not become effective until a Notice of Intent has been issued by the State Department of Commerce finding the Comprehensive Plan Amendment to be "in compliance" as defined in Section 163.3184(1)(b), Florida Statutes. If timely challenged, the Comprehensive Plan Amendment shall not become effective until Department of Commerce or the Administration Commission enters a final order determining the adopted Comprehensive Plan Amendments to be "in compliance."

[Remainder of the page intentionally left blank.]

The foregoing Ordinance was offered by Councilwoman Richards, who moved its adoption on first reading. This motion was seconded by Vice Mayor Horton, and upon being put to a vote, the vote was as follows:

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

PASSED on first reading this 12th day of June, 2025.

The foregoing Ordinance was offered by _____, who moved its adoption on second reading. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

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

PASSED AND ADOPTED on the second reading this ____ day of _____, 2025.

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

COMPREHENSIVE PLAN OF ISLAMORADA, FLORIDA

BEFORE AMENDMENT

Policy 3-2.1.2: Specific Standards And Requirements For Workforce-Affordable Housing

Workforce-affordable housing units built under this program shall:

1. be duplex, triplex, or multifamily structures;
2. be rental units;
3. require, at a minimum, adherence to the latest edition of the Florida Building Code as published by the Florida Building Commission;
4. not be placed in the V-Zone or within the Coastal Barrier Resource Systems;
5. require on-site property management;
6. comply with applicable habitat and other locational criteria and densities for multifamily affordable housing units;
7. shall not be placed in any habitat defined as mangroves, saltmarsh & buttonwood, tropical hardwood hammock or freshwater wetlands (except for disturbed categories);
8. incorporate sustainable and resilient design principles into the overall site design;
9. ensure accessibility to employee centers and amenities;
10. requires a minimum of two dwelling unit allocations per site;
11. require deed-restrictions ensuring that:
 - a. the property remains workforce-affordable housing in perpetuity;
 - b. tenants evacuate during the period in which transient units are required to evacuate;
 - c. rental agreements contain a separate disclosure requiring renters to acknowledge that failure to adhere to the evacuation requirement could result in severe penalties, including eviction, to the resident;
 - d. onsite property managers are formally trained in evacuation procedures.

AFTER AMENDMENT

Policy 3-2.1.2: Specific Standards And Requirements For Workforce-Affordable Housing

Workforce-affordable housing units built under this program shall:



November __, 2025

Plan Review and Processing Administrator
Florida Department of Commerce

Uploaded to Portal

Subject: Response to Objection Raised in Compliance Review of Proposed Ordinance 25-XX Amending Policy 3-2.12: Specific Standards and Requirements for Workforce Affordable Housing

Pursuant to Chapter 163, Part II, Florida Statutes, the Islamorada, Village of Islands Planning and Development Services Department, acting with the Florida Keys Area of Critical State Concern, hereby responds to the August 12, 2025, Objection and requests the Florida Department of Commerce review the proposed revisions to the original amendment. The proposed revision is subject to the State Coordinated Review process pursuant to Section 163.3184(4), Florida Statutes.

Summary of proposed revisions. Provide data and analysis related to affordable housing need and eliminate the proposed revision to the Coastal Barrier Resource System ("CBRS") to ensure internal consistency within the Goals, Objectives, and Policies of the Islamorada Comprehensive Plan.

Objection 1: Internal Inconsistency and Lack of Data and Analysis.

The proposed amendment does not include relevant and necessary data and analysis as required by section 163.3177(1)(f), Florida Statutes (F.5). The proposed amendment fails to support the policy change or to evaluate the impact on workforce-affordable housing development in high-risk flood areas. Additionally, the Village's proposed amendment is not consistent with several objectives and policies in the existing Comprehensive Plan, that aim to direct development away from velocity zones and the Coastal High Hazard Area (CHHA).

Section 163.3177(1)(f), F.S., requires that all elements and amendments to the comprehensive plan be based upon relevant and appropriate data and an analysis by the local government. Furthermore, no analysis has been provided to evaluate the proposed amendment's consistency with the Coastal Management Element, as required by sections 163.3177(2) and 163.3177(6)(g) F.S. Coordination among these elements is essential, particularly when modifying policies related to land use and affordable housing in hazard-prone areas.

Statutory Authority: Sections 163.3177(1)(f), 163.3177(2), 163.3177(6)(a)2., 163.3177(6), 163.3177(6)(f), 163.3177(6)(g), 163.3178, and 163.3184(4).

Recommendation The Village of Islamorada must revise the amendment to provide relevant and appropriate data and analysis to evaluate the impacts of allowing Workforce-Affordable Housing allocations in V-Zones and the Coastal Barrier Resource System (CBRS). The Village must also ensure the amendment is consistent with all elements of the Comprehensive Plan.

In responding to this objection, the Village of Islamorada should consider the provisions under Chapter 2025-190, Laws of Florida (L.O.F.), which was approved on June 26, 2025, and applies retroactively to August 1, 2024. The Village should ensure that adopted amendment is not more restrictive or burdensome.

Background Information.

Section 380.0552, F.S., the Florida Keys Area protection and designation as area of critical state concern, establishes the intent to “ensure that the population of the Florida Keys can be safely evacuated,” [380.0552(2)(j), F.S.] and requires that amendments to each local government’s comprehensive plan to include “goals, objectives, and policies to protect public safety and welfare in the event of a natural disaster by maintaining a hurricane evacuation clearance time for permanent residents of no more than 24 hours. The hurricane evacuation clearance time shall be determined by a hurricane evacuation study conducted in accordance with a professionally accepted methodology and approved by the state land planning agency” [380.0552(9)(a)2, F.S.]. To accomplish the hurricane evacuation requirements by the State, the County adopted a Permit Allocation System known as the Rate of Growth Ordinance (ROGO). When Islamorada incorporated on December 31, 1997, the units allocated to the Village became the BPAS ordinance.

The BPAS ordinance was implemented to provide for the safety of residents in the event of a hurricane evacuation and to protect the significant natural resources of Islamorada, as required by the State of Florida. In 2012, pursuant to Rule 28-20.140, F.A.C., the Department of Economic Opportunity (DEO) completed the hurricane evacuation clearance time modeling task and found that with 10 years’ worth of building permits, the Florida Keys would be at a 24-hour evacuation clearance. Based upon the resulting 24-hour evacuation clearance, DEO determined the remaining allocations for the Florida Keys (3,550 additional permits countywide). March 2013, the Governor and Cabinet, sitting as the State Administration Commission, approved the recommendation to allocate 10 years’ worth of growth to the Florida Keys.

On May 2, 2018, Governor Rick Scott issued a press release outlining an initiative to the Florida Department of Economic Opportunity (“DEO”) for a Keys Workforce Housing Initiative. The proposed initiative would allow 1,300 additional Rate of Growth Ordinance (ROGO) allocations throughout the Florida Keys (ROGOs or Building Permit Allocation Systems) for rental workforce housing, with a condition that the rental occupants evacuate in the early phase (48-hour window) of a hurricane evacuation. Any development receiving the units would be required to sign a rental

management agreement indicating they would be required to assure the evacuation of all occupants of the development. Under the initiative, each jurisdiction would be eligible to receive up to 300 of these units. The press release specifically stated, "To meet the increased demand for workforce housing, the innovative Keys Workforce Housing Initiative 1 will require new construction that participates to commit to evacuating renters in the 48-hour window of evacuation."

On June 13, 2018, the Florida Administration Commission approved the Workforce Housing Initiative. Florida Keys' local governments that choose to participate in the initiative are to work with DEO to amend their respective comprehensive plans to allow for additional building permits for rental workforce housing with the condition of early evacuation. DEO provided staff with preliminary draft language based on the minimum requirements established in the initiative to use as a starting point when drafting proposed language (Exhibit 2). The DEO issued the graphic below demonstrating the 2012 Hurricane Evacuation model results that indicated there were still 6.5 hours of additional road capacity in Phase 1 of the hurricane evacuation model. In support of the Housing Initiative at the June 13, 2018 Cabinet meeting, DEO staff made a presentation stating that the Phase I evacuation (under the existing staged evacuation plan) can be accomplished in 17.5 hours, leaving additional capacity of 6.5 hours in Phase I. DEO concluded that the Housing Initiative "will not interfere with the 24-hour evacuation model and satisfies the statutory mandate to provide affordable housing."

On May 2, 2018, Governor Rick Scott issued a press release outlining an initiative to the Florida Department of Economic Opportunity ("DEO") for a Keys Workforce Housing Initiative. The proposed initiative would allow 1,300 additional Rate of Growth Ordinance (ROGO) allocations throughout the Florida Keys (ROGOs or Building Permit Allocation Systems).

On June 13, 2018, the Florida Administration Commission approved the Workforce Housing Initiative. Florida Keys' local governments that choose to participate in the initiative will work with DEO to amend their respective comprehensive plans to allow for additional building permits for rental workforce housing with the condition of early evacuation.

Response.

- 1. The need for affordable housing and supporting data and analysis.** The proposed amendment would provide new opportunities for the utilization of the Village's remaining early evacuation permit allocations by removing the prohibition of building affordable housing in velocity zones. This modification will result in the potential development of new workforce affordable units with various income limits which continues to be an identified need for the community. There is currently a limited number of suitable lots for affordable housing. See CHHA maps attached (Exhibit 3).

One of the most challenging issues that face Islamorada is the lack of affordable/workforce housing. This problem is due to the quadruple impact of high land values, land limited by geographic and environmental features, a tourism economy with a prevalence of lower-paying,

service-sector employment, and a housing supply limited by the controlled Rate of Growth Ordinance (ROGO) or Building Permit Allocation System (BPAS) in Islamorada. The proposed amendment is an attempt to strike a “balance” between discouraging population density in coastal high hazard areas while identifying scarified lot inventory suitable for affordable housing projects. Both goals are recognized within the Village Comprehensive Plan and neither goal is identified as greater than the other.

The Village of Islamorada Comprehensive Plan has consistently found a need for affordable housing and this need is acknowledge in [Policy 3-1.1.4: Recognize The Deficiency Of Workforce Housing Within The Village](#). Islamorada has conducted a comprehensive report on Workforce Housing needs, authored by Freilich, Leitner and Carlisle entitled "Workforce Housing Study" (June 23, 2004). The report's conclusions include an existing deficiency of three hundred fifty-six (356) units for the resident workforce, an existing deficiency of seven hundred ninety-four (794) units for non-resident workforce, and, by the year 2020, a projected total workforce housing need of 1,192 units. Islamorada shall continue to monitor changes to workforce housing needs and the availability of new data which might help to better refine these figures and analyze such data as it becomes available.

In September of 2007 a second affordable housing study, which is attached to this letter, was conducted which assessed the continuing need for affordable housing within the Village of Islamorada. The 2007 study constitutes data and analysis to support the requested amendment and supported the assessment of the first study. Exhibit 1. The Village has been unable to achieve the desired goal of 1,192 affordable housing units as described in Policy 3-1.1.4. Currently, there are less than 100 apartment style living units within the Village. There are some affordable deed restricted single-family homes but, in many cases, the original 20-year affordable deed restriction is running out and these will become market rate once the deed restriction falls off.

At present, there is one 42-unit affordable housing project under planning review (“Hooley Affordable Project”). This project underlines the issues related to trying to identify and build affordable housing while discouraging development of residential units within the Coastal High Hazard Area. This project is proposed for the vacant lot just south of Fisher Inn (Parcel #00094080-000000) Islamorada Windley Key. The affordable development is unable to move forward without this amendment as revised because it is in a “V” zone. The “V” zone building restriction only applies to the “300 early out” allocations within the Village. No other building classification is subject to the “V” zone restriction. The Hooley Affordable Project originally sought approval under the “Live Local Act” – which is not subject to the “V” zone building limitations; however, the Village determined that less than 20% of property within the Village is designated commercial and industrial, thus no property within the Village qualifies for affordable allocations through “Live Local”. Accordingly, the only remaining affordable allocations within the Village are the 300 early out units. The property and the other potentially available properties are consistent with the legislative intent Section 380.0552 by providing affordable housing in close proximity to places of employment in the Florida Keys, (Sec. 380.0552(2)(d)) and using scarified property versus property with upland resources it implements the Principles for Guiding Development, specifically: *Sec. 380.0552(7)(c) Protecting upland resources, tropical biological communities, freshwater*

wetlands, native tropical vegetation (for example, hardwood hammocks and pinelands), dune ridges and beaches, wildlife, and their habitat.

2. Retain the prohibition against development within the CBRS. The Coastal Barrier Resources Act (CBRA) of 1982 designated moderately undeveloped coastal barriers along the Atlantic and Gulf coasts as part of the John H. Chafee Coastal Barrier Resources System (CBRS) and made these areas ineligible for most new Federal expenditures and financial assistance. The Coastal Barrier Improvement Act (CBIA) of 1990 reauthorized the CBRA and expanded the CBRS to include undeveloped coastal barriers along the Florida Keys, Great Lakes, Puerto Rico, and U.S. Virgin Islands. There is a total of 592 system units, encompassing approximately 1.4 million acres of land and associated aquatic habitat. The system units are generally comprised of private lands that were relatively undeveloped at the time of their designation within the CBRS. The boundaries of these units are generally intended to follow geomorphic, development, or cultural features. The law encourages the conservation of hurricane-prone, biologically rich coastal barriers by restricting Federal expenditures that encourage development. HUD financial assistance may not be used for most activities in CBRS units.

Removing the proposed change to the CBRS is consistent with the comprehensive plan which permits development in the coastal high hazard areas but seeks to direct population concentrations away from the velocity zones. [Policy 5-1.9.1: Restrict Development In Coastal High Hazard Areas](#). Islamorada, Village of Islands shall continue to allow development within the CHHA. However, the Village shall direct population concentrations, including non-residential development away from the areas designated as high velocity storm surge area. Residential development and/or redevelopment in the CHHA shall not exceed the residential densities as adopted under Policy 1-2.1.4 for that property. [Policy 5-1.9.2: The CHHA Shall Include FEMA Velocity Zones](#). Coastal High Hazard Areas shall include those areas within the Federal Emergency Management Agency designated V (velocity) zones and those areas which are seaward of the coastal construction control line.

The 300 Early Out allocations require evacuation of the Florida Keys in conjunction with the evacuation of tourists. This mandatory evacuation element is consistent with balancing the need for affordable housing with the discouragement of population density within the velocity zone areas because the evacuation time has been increased from 24-hours to 48-hours. The proposed revised amendment only affects four properties. See Ex.2.

Thank you in advance for your timely review of these materials. Should you have any questions about the proposed amendment, please do not hesitate to contact me at (305)664-6440 or email to Jennifer.deboisbriand@islamorada.fl.us.

Sincerely,

Jennifer DeBoisbriand
Planning Director

ORDINANCE NO. 25- ____

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING POLICY 3-2.12: SPECIFIC STANDARDS AND REQUIREMENTS FOR WORKFORCE-AFFORDABLE HOUSING; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, on December 6, 2001, Islamorada, Village of Islands, Florida (the "Village") adopted the Village Comprehensive Plan (the "Comprehensive Plan"); and

WHEREAS, Section 163.3191, Florida Statutes, directs local governments to periodically assess the status of the adopted comprehensive plan in adequately addressing changing conditions; and

WHEREAS, the Village desires to facilitate the development of Workforce-Affordable Housing; and

WHEREAS, the Village Council desires to amend the Comprehensive Plan in order to revise the standards and requirements for Workforce-Affordable Housing within the Village ("Amendment"); and

WHEREAS, the Village has conducted duly noticed public hearings for the Comprehensive Plan Amendment pursuant to Section 163.3184(11), Florida Statutes; and

WHEREAS, pursuant to Section 163.3174, Florida Statutes and Sections 30-101 of

the Village Code, the Local Planning Agency publicly considered this Ordinance during a duly noticed public hearing; and

WHEREAS, the provisions of this Ordinance are consistent with the Village Comprehensive Plan and the Principles for Guiding Development in the Florida Keys Area of Critical State Concern; and

WHEREAS this Ordinance is enacted to conduct the purpose and intent of, and exercise the authority set out in, the Community Planning Act; and

WHEREAS the Village Council finds that this Ordinance is in the best interest and welfare of the residents of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA AS FOLLOWS:¹

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

Section 2. Comprehensive Plan Amendments Adopted. The Village Council hereby adopts the amendments to the Comprehensive Plan attached hereto as Exhibit "A."

Section 3. Transmittal. Pursuant to Sections 163.3184, Florida Statutes, the Village Clerk is authorized to forward a copy of this Ordinance to the State Department of Commerce.

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with **highlighted** ~~double-strikethrough~~ and double underline.

Section 4. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand withstand the invalidity of any part.

Section 5. Conflicts. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 6. Effective Date. This Ordinance shall not become effective until a Notice of Intent has been issued by the State Department of Commerce finding the Comprehensive Plan Amendment to be "in compliance" as defined in Section 163.3184(1)(b), Florida Statutes. If timely challenged, the Comprehensive Plan Amendment shall not become effective until Department of Commerce or the Administration Commission enters a final order determining the adopted Comprehensive Plan Amendments to be "in compliance."

[Remainder of the page intentionally left blank.]

The foregoing Ordinance was offered by Councilwoman Richards, who moved its adoption on first reading. This motion was seconded by Vice Mayor Horton, and upon being put to a vote, the vote was as follows:

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

PASSED on first reading this 12th day of June, 2025.

The foregoing Ordinance was offered by _____, who moved its adoption on second reading. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

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

PASSED AND ADOPTED on the second reading this ____ day of _____, 2025.

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

COMPREHENSIVE PLAN OF ISLAMORADA, FLORIDA

BEFORE AMENDMENT

Policy 3-2.1.2: Specific Standards And Requirements For Workforce-Affordable Housing

Workforce-affordable housing units built under this program shall:

1. be duplex, triplex, or multifamily structures;
2. be rental units;
3. require, at a minimum, adherence to the latest edition of the Florida Building Code as published by the Florida Building Commission;
4. not be placed in the V-Zone or within the Coastal Barrier Resource Systems;
5. require on-site property management;
6. comply with applicable habitat and other locational criteria and densities for multifamily affordable housing units;
7. shall not be placed in any habitat defined as mangroves, saltmarsh & buttonwood, tropical hardwood hammock or freshwater wetlands (except for disturbed categories);
8. incorporate sustainable and resilient design principles into the overall site design;
9. ensure accessibility to employee centers and amenities;
10. requires a minimum of two dwelling unit allocations per site;
11. require deed-restrictions ensuring that:
 - a. the property remains workforce-affordable housing in perpetuity;
 - b. tenants evacuate during the period in which transient units are required to evacuate;
 - c. rental agreements contain a separate disclosure requiring renters to acknowledge that failure to adhere to the evacuation requirement could result in severe penalties, including eviction, to the resident;
 - d. onsite property managers are formally trained in evacuation procedures.

AFTER AMENDMENT

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 - c. rental agreements contain a separate disclosure requiring renters to acknowledge that failure to adhere to the evacuation requirement could result in severe penalties, including eviction, to the resident;
 - d. onsite property managers are formally trained in evacuation procedures



Council Communication

To: Mayor and Village Council
From: Jennifer DeBoisbriand , Planning Director
Date: June 12, 2025
SUBJECT: **Ordinance to Amend Policy 3.2.1.2: Specific Standards and Requirements for Workforce - Affordable Housing of the Islamorada Comprehensive Plan TAB C**

Background:

The Village has specific criteria for the construction of the "affordable early-evacuation" allocation pool. This criteria was established when the 300 early evacuation allocations were given to the Village. One of the criteria is that the units "shall not be placed in the V-zone or within the Coastal Barrier Resource System".

Analysis:

Given the standards of construction in Islamorada, it was asked that we consider the removal of this restriction. The Local Planning Agency reviewed this amendment at its meeting on April 14, 2025. It was recommended for adoption unanimously.

Budget Impact:

None

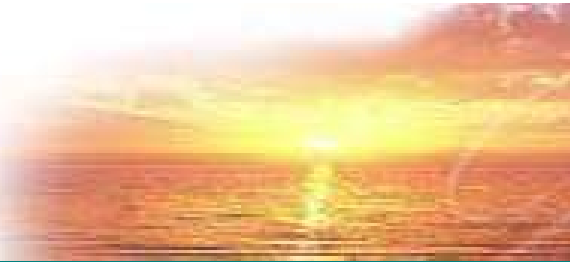
Staff Impact:

None

Recommendation:

Planning Staff recommends approval of this ordinance.

Attachments: 1. V Zone Comp Plan Ord



Islamorada, Village of Islands

WORKFORCE HOUSING SUPPORT STUDY

September 2007

Submitted by:

CLARION ASSOCIATES, LLC
1526 East Franklin Street, Suite 102
Chapel Hill, NC 27514
(919) 967-9188
www.clarionassociates.com

In association with:

Dr. James C. Nicholas
RRC Associates

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I. INTRODUCTION AND EXECUTIVE SUMMARY

A. INTRODUCTION

Real estate prices in Islamorada, Village of Islands, Florida (hereinafter “Village of Islamorada” or “Islamorada”) have increased significantly in recent years, with housing prices in Islamorada rising since 2000 to the point that a household earning a moderate income today can no longer afford the large majority of housing that is available through the private market. Concern about this issue has grown to the point that business owners are concerned about the difficulties of recruiting and retaining employees because of the lack of local housing that is affordable for their workers.

In response to this problem, the Village of Islamorada initiated an effort to determine the need new residential and non-residential developments create for housing that is affordable to the Village’s workforce as a basis for establishing a workforce housing mitigation program. As part of this effort, Islamorada is preparing this *Workforce Housing Support Study*. It provides background and technical documentation for the workforce housing need created by new development and remodels, develops a methodology for determining need, and provides statistical support for a workforce housing mitigation program. Initially it identifies the workforce housing problem in Islamorada. It then provides the technical documentation and analysis needed to establish whether new development (both residential and non-residential) creates a need for workforce housing. This is done by evaluating the linkage between (1) employment generated by the construction and then maintenance and operations (post-construction) of new residential units and (2) the employment generated by the construction and then employment that occurs at non-residential development (post-construction activities). Because the analysis demonstrates there is a need created by both residential and non-residential development for workforce housing, the Study also identifies the need both in workforce housing units (or a fraction thereof) that could be built to address the need, and funding shortages (workforce housing assistance) that could be addressed to meet the need.

After this Introduction, there is an Executive Summary that summarizes the findings of the Support Study.

The second section in this Support Study describes the housing affordability problem in Islamorada (See **Section II. Problem Description**). It shows that while employment in the Village has grown over the past decade, wages have tended to stagnate and housing offerings at prices that the large majority of the local employment base can afford have declined.

The third section (**Section III: The Need for Workforce Housing Created by New Development**) discusses the relationship between new residential and nonresidential development and the demand this new development creates for workforce housing. It outlines the methodology and calculations that determine the need created for workforce housing by new development (both residential and nonresidential). As is highlighted above, because the analysis demonstrates there is a need created by both residential and non-residential development for

workforce housing, the Study identifies the need created both in terms of workforce housing units (or a fraction thereof) that could be built to address the need, as well as the subsidy (workforce housing assistance) that could be paid to address the problem.

B. EXECUTIVE SUMMARY

A summary of the findings and conclusions of the *Workforce Housing Support Study* are outlined below.

1. Problem Description

Islamorada, like many communities in south Florida, has experienced a dramatic increase in housing sales prices over the last five years. Analysis of housing sales data show that sales prices in Islamorada, and in Marathon – another community in the Florida Keys, have increased at a much more rapid rate than housing prices for Florida and the United States between 2000-2005. Islamorada’s housing prices increased at a rate of 35 percent per year, over the period, while housing prices in Florida increased at 14.9 percent and 9.6 percent nationally. See Table I.1: *Prices of Existing Home Sales, Islamorada and Comparative Areas, 2000-2005*.

TABLE I.1: PRICES OF EXISTING HOME SALES ISLAMORADA AND COMPARATIVE AREAS 2000 TO 2005 (in thousands)						
Year	Islamorada		Marathon		Florida	US
	Average	Median	Average	Median	Median	Median
2000	\$286.9	\$156.8	\$209.7	\$190.2	\$117.6	\$139.0
2001	\$310.5	\$251.9	\$224.5	\$183.9	\$127.7	\$147.8
2002	\$361.8	\$268.2	\$260.5	\$247.5	\$141.7	\$156.2
2003	\$484.3	\$328.6	\$333.7	\$282.9	\$158.4	\$178.8
2004	\$743.6	\$671.4	\$450.4	\$363.2	\$181.9	\$195.4
2005	\$776.2	\$712.5	\$576.4	\$529.2	\$235.1	\$219.6
Rate of Growth	22.0%	35.4%	22.4%	22.7%	14.9%	9.6%

SOURCES: Monroe County Property Appraiser, Florida Board of Realtors and National Association of Realtors.

NOTE: Data for the State of Florida and the United States are for single family homes only.

a) Median Housing Prices and Median Household Incomes

During this same period, the gap between median household incomes and median housing costs has increased to the point that housing is not affordable to workforce households in Islamorada earning the area median income and beyond.¹ A good way to evaluate this gap in affordability is to compare median priced housing sales prices to 300

¹ Because median income data is not available for the Village of Islamorada, this analysis uses Monroe County median income data as calculated by the U.S. Department of Housing and Urban Development.

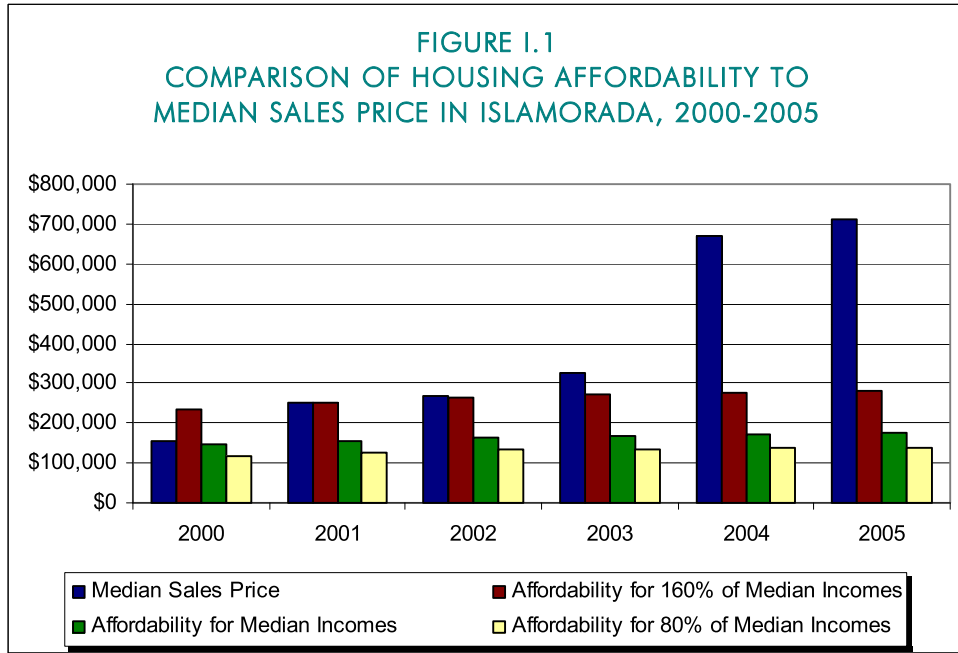
percent of median household income.² Table I.2: *Monroe County Median Household Income and Median Single Family Housing Prices in Islamorada, 2000-2005*, outlines the affordability gap over the last five years. In 2000, the median income in Monroe County was \$49,300 and the median price of a home in Islamorada was \$156,757 – approximately 318 percent of median income levels. By 2003, the median income for a household in Monroe County was \$56,500 and the median price of a home in Islamorada was \$328,571 – approximately 582 percent of median income levels. In 2005, the median income for a Monroe County household was \$58,450 and the median price of a home in Islamorada was \$712,500 – approximately 1,219 percent of median income levels.

**TABLE I.2:
MONROE COUNTY MEDIAN HOUSEHOLD INCOME AND
MEDIAN SINGLE FAMILY HOUSING PRICES IN ISLAMORADA, 2000-2005**

Year	Median Price of Homes	Median Price of Homes as % of Median Income	Median Household Income for Monroe County
2000	\$156,757	318%	\$49,300
2001	\$251,887	483%	\$52,100
2002	\$268,182	487%	\$55,100
2003	\$328,571	582%	\$56,500
2004	\$671,429	1,174%	\$57,200
2005	\$712,500	1,219%	\$58,450

Over the past five years, the market not only priced out employees earning median incomes, but also priced out workers with much higher incomes. This housing affordability comparison (300%) can also be used to evaluate the affordability of housing prices to households earning higher than the area median income (160 percent of area median income) or lower than the area median income (80 percent of area median income). Figure I.1: *Comparison of Housing Affordability to Median Sales Prices in Islamorada*, illustrates that even households earning 160 percent of the area median income can not afford median priced housing in Islamorada, much less those earning 80 percent of area median income.

² A national benchmark for evaluating affordability is whether median household incomes in a community are at the level where the family could afford a median priced home; more specifically, affordability of owner-occupied housing is normally defined as 300 percent of median household income.



Source: U.S. Department of Housing and Urban Development and the Monroe County Property Appraiser.

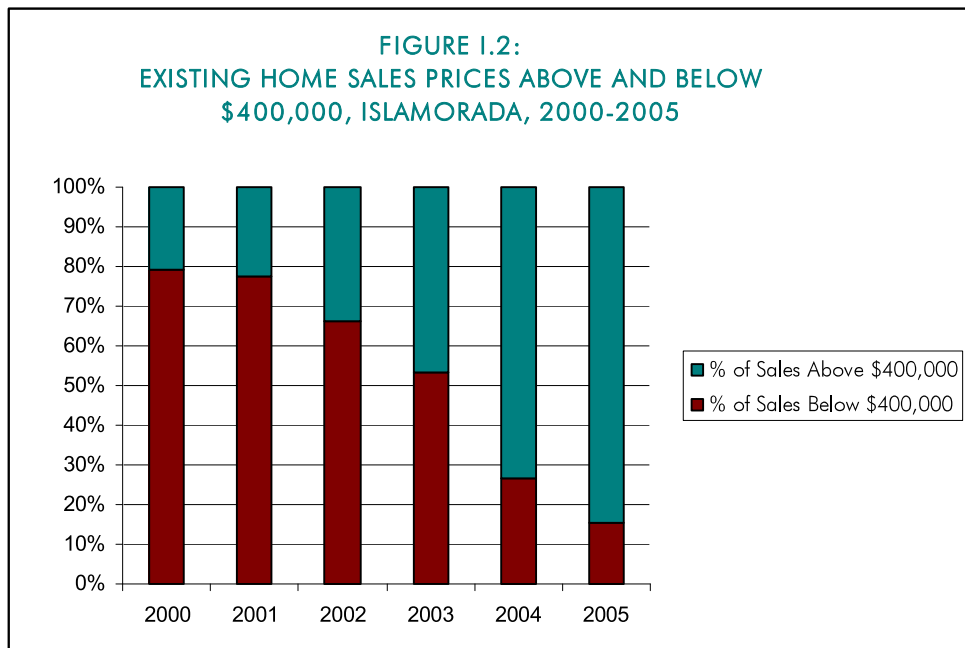
b) Housing Prices are Far Outpacing Increases in Wages/Income

Housing affordability, however, is a relative concept. When inquiring about affordability, it is necessary to ask the question “affordable with respect to what?” Some suggest that attempting to measure housing prices with some type of median or similar measure can be misleading. They suggest that the relevant question is whether housing is available in the market place within the price ranges that local employees can reasonably afford.

The income and housing cost data from the Monroe County Property Appraiser on the sales price of all residential units sold in Islamorada between January 1, 2000 and December 31, 2005, establish a base for comparison. The total sales are divided into those residential units sold below \$400,000 and those that sold for \$400,000 or higher. In 2000, 79.2 percent of all existing home sales in Islamorada were below \$400,000. The average price for all units that year was \$286,872. In 2003, 53.4 percent of residential sales were below \$400,000. By 2005 prices had increased dramatically and only 15.4 percent of sales were under \$400,000. Mobile homes and condominiums are increasing their roles as being the provider of lower price housing – to the extent that \$400,000 can be considered to be low price for a single-family home.

The dynamics of home prices in Islamorada are clearly seen in Figure I.2: *Existing Home Sales Prices Above and Below \$400,000, Islamorada, 2000-2005*. Average prices are sharply increasing while the supply of

dwellings at the lower end is greatly diminished. The phenomenon is not just a matter of rapid increases in prices of high end units. Rather, it is a general increase in unit prices.



Source: Monroe County Property Appraiser Database

Based on what the housing price, housing sales, and income data for Monroe County and Islamorada show, there is no doubt there is a housing affordability problem in Islamorada today.

2. The Need for Workforce Housing Created by New Development

The need to provide housing that is affordable to the Village of Islamorada’s workforce is generated by new development that demands labor (employees). Because both residential and non-residential development create demand for labor (employees), both are evaluated to determine the workforce housing need created by each type of development.

a) Residential Development

Residential development in Islamorada has two employment needs: (1) the construction of the residence, and (2) the operation and maintenance of the residence, post-construction.

i) Demand for Workforce Housing Units for Construction Employees

The construction, expansion, or renovation of buildings requires the employment of contractors and construction workers to do the work. The wages of most of these workers are within a range such that they can not afford housing in Islamorada. The method used to assess the

demand for workforce housing created by construction activities involves the following. First, the amount of construction authorized and built in Monroe County over the past four years (measured in square feet) was determined from annual Monroe County Property Appraiser data. Second, the number of construction workers involved in the construction of these buildings was determined using monthly unemployment insurance reports for Monroe County that have data on the number of local construction workers. This data is expressed in person years for 2002-2005. Third, and based upon the amount of square footage built and the number of construction workers needed to construct these buildings, the actual amount of a building (in square feet) a construction employee builds in a year was determined.³ Table 1.3: *Residential and Non-Residential Construction (square feet) and Construction Employment, Monroe County, 2002-2005*, summarizes this analysis. These data illustrate that, on average, one construction employee directly involved in construction builds 859 square feet of space in a year. Put another way, it takes an estimated 1.2 employee-years to construct 1,000 square feet of floor area.⁴

TABLE 1.3 RESIDENTIAL AND NON-RESIDENTIAL CONSTRUCTION (square feet) AND CONSTRUCTION EMPLOYMENT, MONROE COUNTY, 2002-2005	
Residential Construction	4,242,870 FT ²
Non-Residential Construction	995,296 FT ²
Total Construction	5,238,166 FT ²
Employee Years	6,098
FT ² per Construction Employee	859 FT ²

SOURCE: Florida Agency for Workforce Innovation, Labor Market Statistics, ES-202 data for Monroe County, 2002 through 2005 and Monroe County Property Appraiser, tax rolls 2002 through 2005.

Table 1.4: *Construction Employment and Need for Housing in Islamorada*, sets out the number of employees needed to construct different size residential units and the number of workforce housing units needed for these employees, based on the fact that one construction employee builds 859 square feet of space annually. The table shows the number of employee years it takes to construct a building of a certain (see the column in Table 1.5 labeled “Employee Years to Construct Units”) the number of

³ For purposes of this calculation, the analysis includes all employees that work in the construction industry, not just those engaged in the physical construction of the structure. For example, an employee installing water or wastewater lines is considered to be engaged in constructing new development as much as those directly involved with the erection of a building.

⁴ This construction analysis aggregates residential and non-residential construction because the average wages and average number of employees needed to construct 1,000 square feet of a structure for both residential and non-residential development is not significantly different.

employees needed over the course of a 40-year construction career to construct a certain size unit (see the column labeled “Employees Needed (Over Career of Employee”), and the number of housing units needed for those employees (see the column labeled “Housing Units Needed for Employees”).

Table I.4: CONSTRUCTION EMPLOYMENT AND NEED FOR WORKFORCE HOUSING IN ISLAMORADA			
Building Size	Employee Years to Construct Units	Employees Needed (Over Career of Employee)	Housing Units Needed for Employees
500	0.601	0.015	0.009
750	0.901	0.023	0.014
1,000	1.201	0.030	0.019
1,500	1.802	0.045	0.028
2,000	2.403	0.060	0.038
2,500	3.004	0.075	0.047
3,000	3.604	0.090	0.057
3,500	4.205	0.105	0.066
4,000	4.806	0.120	0.076
4,500	5.406	0.135	0.085
5,000	6.007	0.150	0.095

ii) *Demand for Workforce Housing Units for Operation and Maintenance Employees*

Operations and maintenance services provided to residential dwelling units also create a demand for labor (employees). To assess the affect of this labor demand on the need for workforce housing, the Village of Islamorada contracted RRC Associates, Inc. to conduct a survey of homeowners in Islamorada in the spring of 2006, the results of which are summarized in a report titled *Village of Islamorada Residential Job Generation Study* (July 2006) (hereinafter referred to as “*Residential Job Study*”). One of the primary objectives of the *Residential Job Study* was to acquire data on the employment associated with the operations and maintenance of residential units in Islamorada. The *Residential Job Study* asked homeowners questions about the use, both directly and indirectly, of five primary categories of employees that are hired to assist in the operation and maintenance of residential units. They include:

- Direct hires by home owners;
- Hires by property management firms retained by home owners to operate and maintain residential properties;
- Hires by homeowners associations responsible for operating and maintaining residential properties;

- On-sight caretakers; and
- Other local service firms.

The operations and maintenance services asked about include exterior maintenance and upkeep (i.e., gardeners, mowers, and other exterior maintenance), housekeepers, kitchen help, child care/nannies, caretakers, butlers, personal trainers, and administrative assistants for the residential unit. The survey also gathered extensive data about selected operational characteristics of residential homes, firms that households contract with to finance and insure homes, as well as the use patterns and demographics of homeowners.

The results of this survey were analyzed using regression analysis to determine the relationships between the number of operations and maintenance employees used by households in Islamorada. The hypotheses tested are whether there is a relationship between the size of a residential unit and the number of operation and maintenance employees that service the unit. The analyses also tested whether there is a difference in this relationship between house size and operation and maintenance employees serving the unit, and whether the unit is occupied by a permanent resident or otherwise used as a secondary residence, vacation rental, business/corporate rental, long-term rental, or other.

The survey results indicate that there are different employment relationships between dwellings occupied by full-time residents and those occupied for all other purposes. The results also indicate there are different employment relationships between units based on the size of the unit. The formula that explains the best indicator for the number of FEEs (full-time “employee equivalents”) that provide operation and maintenance services to a unit is a linear formula, as shown below:

$$\text{Employees} = -0.01330 + (-0.03846 * \text{Full-time}) + (0.00006466 * \text{Area})$$

The result of applying this formula to units used as full-time resident units of varying sizes or all other units of varying sizes in Islamorada is shown below in Table 1.5: *Operations and Maintenance Employment by Home Size and Residency of Unit, Islamorada*. To determine the needed number of residential units these operations and maintenance employees require, the employee equivalent is divided by the average number of employees per dwelling unit that exist today in Monroe County (1.586⁵) to estimate the fraction of a dwelling unit needed to

⁵ See Appendix B: *Employees Per Household, Monroe County*.

house the employees engaged in the operation and maintenance of homes of different sizes.

Table 1.5:
**OPERATIONS AND MAINTENANCE EMPLOYMENT
BY HOME SIZE AND RESIDENCY OF UNIT, ISLAMORADA**

Unit Size	Full-Time Resident Units		All Other Units	
	Employees for Full-Time Resident Units	No. of Units Needed for Employees of Full-Time Resident Units	Employees for All Other Units	No. of Units Needed for Employees of All Other Units
500	0.000	0.000	0.019	0.012
750	0.000	0.000	0.035	0.022
1,000	0.013	0.008	0.051	0.032
1,500	0.045	0.029	0.084	0.053
2,000	0.078	0.049	0.116	0.073
2,500	0.110	0.069	0.148	0.094
3,000	0.142	0.090	0.181	0.114
3,500	0.175	0.110	0.213	0.134
4,000	0.207	0.130	0.245	0.155
4,500	0.239	0.151	0.278	0.175
5,000	0.272	0.171	0.310	0.196

iii) Assistance to Address Workforce Housing Need

In fully exploring the need for workforce housing created by residential development, there is one final step that needs to be taken -- determining the amount of assistance (housing subsidy) that is needed to make housing in the community affordable for the construction and operations/maintenance employee households that build and service residential units. To adequately address the different types of households that need workforce housing assistance, three Workforce Housing Categories are developed in this Study. The intent of the categories is to recognize that households of varying income levels live in units of varying size and price. For example, it is logical that a household earning \$60,000 lives in a different and more expensive house than a household earning \$30,000. These three categories address this issue.⁶ These categories are used to better assess workforce housing mitigation at a level that is reflective of the different income categories in the community, and are based upon local prices to construct workforce units in Islamorada.

Using the household incomes earned by construction and operations and maintenance employees, the subsidy needed to afford a workforce housing unit within the appropriate workforce housing

⁶ The Workforce Housing Categories are not linked in any way to income or occupancy eligibility requirements related to the application for affordable housing units in Islamorada. These categories are intended for use as a tool to determine workforce housing mitigation both in terms of units and housing assistance, and do not serve as eligibility requirements.

category was determined by subtracting the amount of housing that is affordable to the household from the price of the appropriate workforce housing unit. The housing assistance needed per unit size for units occupied by full-time residents and all other units are outlined below in Table I.6: *Workforce Housing Need Created by Residential Development, Units Occupied by Full-Time Residents* and in Table I.7: *Workforce Housing Need Created by Residential Development, All Other Units*.

Table I.6:

WORKFORCE HOUSING NEED CREATED BY RESIDENTIAL DEVELOPMENT, UNITS OCCUPIED BY FULL-TIME RESIDENTS, ISLAMORADA

Unit Size	Construction Employees		Operations & Maintenance Employees of Full-Time Resident Units		Total Housing Assistance Needed per Unit Size
	Housing Units Needed for Employees	Housing Assistance Needed per Unit	Housing Units Needed for Employees	Housing Assistance Needed per Unit	
500	0.009	\$405	0.000	\$0	\$405
750	0.014	\$607	0.000	\$0	\$607
1,000	0.019	\$809	0.008	\$154	\$963
1,500	0.028	\$1,214	0.029	\$539	\$1,752
2,000	0.038	\$1,618	0.049	\$924	\$2,542
2,500	0.047	\$2,023	0.069	\$1,309	\$3,332
3,000	0.057	\$2,427	0.090	\$1,694	\$4,121
3,500	0.066	\$2,832	0.110	\$2,079	\$4,911
4,000	0.076	\$3,236	0.130	\$2,464	\$5,700
4,500	0.085	\$3,641	0.151	\$2,849	\$6,490
5,000	0.095	\$4,045	0.171	\$3,234	\$7,279

Table I.7:

WORKFORCE HOUSING NEED CREATED BY RESIDENTIAL DEVELOPMENT, ALL OTHER UNITS, ISLAMORADA

Unit Size	Construction Employees		Operations & Maintenance Employees of All Other Units		Total Housing Assistance Needed per Unit Size
	Housing Units Needed for Employees	Housing Assistance Needed per Unit	Housing Units Needed for Employees	Housing Assistance Needed per Unit	
500	0.009	\$405	0.012	\$227	\$631
750	0.014	\$607	0.022	\$419	\$1,026
1,000	0.019	\$809	0.032	\$612	\$1,421
1,500	0.028	\$1,214	0.053	\$997	\$2,210
2,000	0.038	\$1,618	0.073	\$1,382	\$3,000
2,500	0.047	\$2,023	0.094	\$1,767	\$3,790
3,000	0.057	\$2,427	0.114	\$2,152	\$4,579
3,500	0.066	\$2,832	0.134	\$2,537	\$5,369
4,000	0.076	\$3,236	0.155	\$2,922	\$6,158
4,500	0.085	\$3,641	0.175	\$3,307	\$6,948
5,000	0.095	\$4,045	0.196	\$3,692	\$7,738

b) Non-Residential Development

The other basic sector in Islamorada that employs workers is nonresidential development. This includes offices, retail establishments, industrial businesses, tourist/recreational services, institutional uses, and government facilities. Non-residential development places a demand on labor (the workforce) in two ways: (1) demand for workers to construct the building, and (2) demand for employees that will work at the new non-residential development. Construction employees construct the nonresidential buildings. All different types of employees work at the structure after the building is complete, depending on the type of business/land use. Both activities generate employment in Islamorada, and because of the wage levels and existing housing prices, a number of these activities result in a need for affordable workforce housing.

i) Construction Impacts

As discussed previously, the construction, expansion, or renovation of buildings requires the employment of contractors and construction workers to do the work. The need for workforce housing created by construction employees for non-residential development was determined to be the same as residential development.

Table I.8: *Construction Employment and Need for Housing in Islamorada*, sets out the number of employees needed to construct different size non-residential buildings. Specifically, the table displays the number of employee years it takes to construct a building of a certain size, the number of employees needed over the course of a 40-year construction career to construct a certain size unit, and the number of housing units needed for these employees.

Table I.8: CONSTRUCTION EMPLOYMENT AND NEED FOR WORKFORCE HOUSING IN ISLAMORADA			
Building Size	Employee Years to Construct Units	Employees Needed (Over Career of Employee)	Housing Units Needed for Employees
500	0.601	0.015	0.009
750	0.901	0.023	0.014
1,000	1.201	0.030	0.019
1,500	1.802	0.045	0.028
2,000	2.403	0.060	0.038
2,500	3.004	0.075	0.047
3,000	3.604	0.090	0.057
3,500	4.205	0.105	0.066
4,000	4.806	0.120	0.076
4,500	5.406	0.135	0.085
5,000	6.007	0.150	0.095

ii) *Post-Construction Impacts*

The employment impacts on non-residential development, once the building is constructed, comes from the employees that work at the businesses/land uses that use the buildings. In determining the need for workforce housing created by non-residential development, the analysis includes 4 steps:

- Step 1.** Using Department of Revenue Codes for Industries, all non-residential development was categorized into seven land use categories (retail, office, industrial, tourist/recreational, institutional, governmental, and other).
- Step 2.** The employment and average household earnings in Monroe County for each industry were assigned to the seven land use categories to determine employment and household earnings by land use category.
- Step 3.** The amount of building space (in square feet) provided, on average, per employee, was determined for each land use category.
- Step 4.** The demand for affordable workforce housing units created by a specific amount (1,000 square feet) of net floor area of development was determined, by land use category.

The need created for workforce housing for post-construction employees is outlined in Table I.9: *Non-Residential Post-Construction Workforce Housing Needed per 1,000 Square Feet*. Here tourist is subdivided into new tourist development and expansion or redevelopment of existing tourist accommodations.

TABLE I.9: NON-RESIDENTIAL POST-CONSTRUCTION WORKFORCE HOUSING NEED, PER 1,000 SQUARE FEET			
Land Use	Household Earnings	Employees / 1,000 Square Ft	Housing Units Needed for Employees/ 1,000 Square Ft
Governmental	\$73,518	0.953	0.601
Industrial	\$65,872	1.327	0.837
Institutional	\$64,258	1.301	0.821
Office	\$67,956	1.778	1.121
Retail	\$45,664	1.460	0.921
Tourist			
Accommodation Expansion	\$39,819	0.981	0.619
New Development	\$39,819	1.509	0.952

iii) Assistance to Address Workforce Housing Need

As mentioned previously, to fully explore the need for workforce housing created by non-residential development, there is one final step -- determining the amount of assistance (housing subsidy) that is needed to make housing in the community affordable for the workforce employees that build and service non-residential development. To adequately address the different types of households that need workforce housing assistance, three Workforce Housing Categories are developed in this Study. These categories are used to better assess workforce housing mitigation at a level that is reflective of the different income categories in the community.

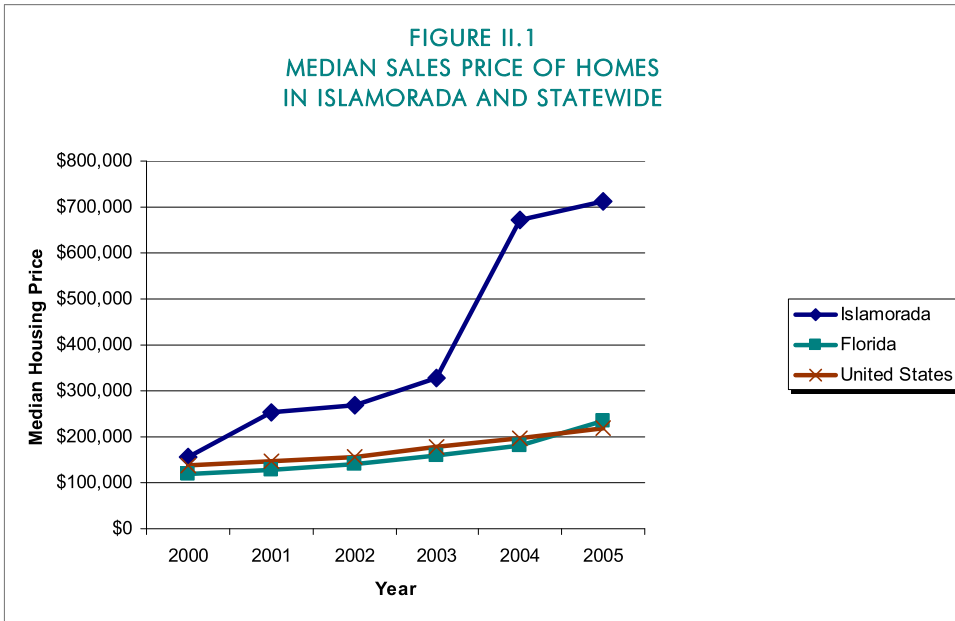
Using the household incomes earned by non-residential construction and post-construction employees, the subsidy needed to afford a workforce housing unit, based upon the appropriate Workforce Housing Category, was determined by subtracting the amount of housing that is affordable to the household based on income from the price of the appropriate workforce housing unit. The housing assistance needed per non-residential land use type (per 1,000 square feet) is outlined below in Table I.10: *Need for Workforce Housing Created by Non-Residential Development*.

Table I.10:
NEED FOR WORKFORCE HOUSING CREATED BY NON-RESIDENTIAL DEVELOPMENT

Non-Residential Land Use Type	Construction Employees		Post-Construction Employees		Total Need Demanded by Construction and Post-Construction Employees	
	Housing Units Needed for Employees	Housing Assistance Needed	Housing Units Needed for Employees	Housing Assistance Needed	Total Housing Units Needed	Total Housing Assistance Needed
Per 1,000 Square Feet						
Governmental	0.019	\$809	0.601	\$16,669	0.620	\$17,478
Industrial	0.019	\$809	0.837	\$45,046	0.856	\$45,855
Institutional	0.019	\$809	0.821	\$48,685	0.840	\$49,494
Office	0.019	\$809	1.121	\$52,370	1.140	\$53,179
Retail	0.019	\$809	0.921	\$15,418	0.940	\$16,227
Tourist						
Expansion	0.019	\$809	0.619	\$22,694	0.638	\$23,503
New Development	0.019	\$809	0.952	\$34,917	0.971	\$35,726

II. PROBLEM DESCRIPTION

Like many communities in south Florida, the price of housing in Islamorada over the past five years increased dramatically, while incomes and wages remained relatively static. Figure II.1: *Median Sales Price of Existing Homes in Islamorada, Florida and Nationally*, illustrates the trend of median housing sales prices in Islamorada in comparison to all of Florida and the United States. Since 2000, Islamorada’s housing prices have been increasing at a faster rate than state and national median sales prices. This is a trend that is expected to continue.



Source: Monroe County Property Appraiser Database and Florida Association of Realtors

Homes in Florida are expensive, but homes in the Keys and in Islamorada are even more expensive. Table II.1: *Prices of Existing Home Sales, Village of Islamorada and Comparative Areas, 2000-2005*, shows data on sales of existing homes in Islamorada in comparison to the City of Marathon, Florida, and the United States. The average prices in Islamorada grew at about 22% per year, and the median prices grew at 35%. This is much faster than the median price increases in Marathon (22%), Florida (9.6%), and the nation (14.9%).

The data shows that in 2000, the median sales price of a home in Islamorada was \$156,800, and by 2005 the median sales price increased by over \$555,000 to \$712,500. The rate of housing price growth in the Keys has been increasing at a much greater rate than those of the state and substantially higher than for the national rate of growth.

TABLE II.1: PRICES OF EXISTING HOME SALES ISLAMORADA AND COMPARATIVE AREAS 2000 TO 2005 (in thousands)						
Year	Islamorada		Marathon		Florida	US
	Average	Median	Average	Median	Median	Median
2000	\$286.9	\$156.8	\$209.7	\$190.2	\$117.6	\$139.0
2001	\$310.5	\$251.9	\$224.5	\$183.9	\$127.7	\$147.8
2002	\$361.8	\$268.2	\$260.5	\$247.5	\$141.7	\$156.2
2003	\$484.3	\$328.6	\$333.7	\$282.9	\$158.4	\$178.8
2004	\$743.6	\$671.4	\$450.4	\$363.2	\$181.9	\$195.4
2005	\$776.2	\$712.5	\$576.4	\$529.2	\$235.1	\$219.6
Rate of Growth	22.0%	35.4%	22.4%	22.7%	14.9%	9.6%

SOURCES: Monroe County Property Appraiser, Florida Board of Realtors and National Association of Realtors.

NOTE: Data for the State of Florida and the United States are for single family homes only.

A. MEDIAN HOUSING PRICES AND MEDIAN HOUSEHOLD INCOMES

Normally, housing affordability is evaluated by comparing the price of housing for a local real estate market to prevailing wage and salary incomes. A national benchmark for evaluating affordability is whether median household incomes in a community are at the level where the household could afford a median priced home. Typically, affordability of owner-occupied housing is defined as 300 percent of median household income.

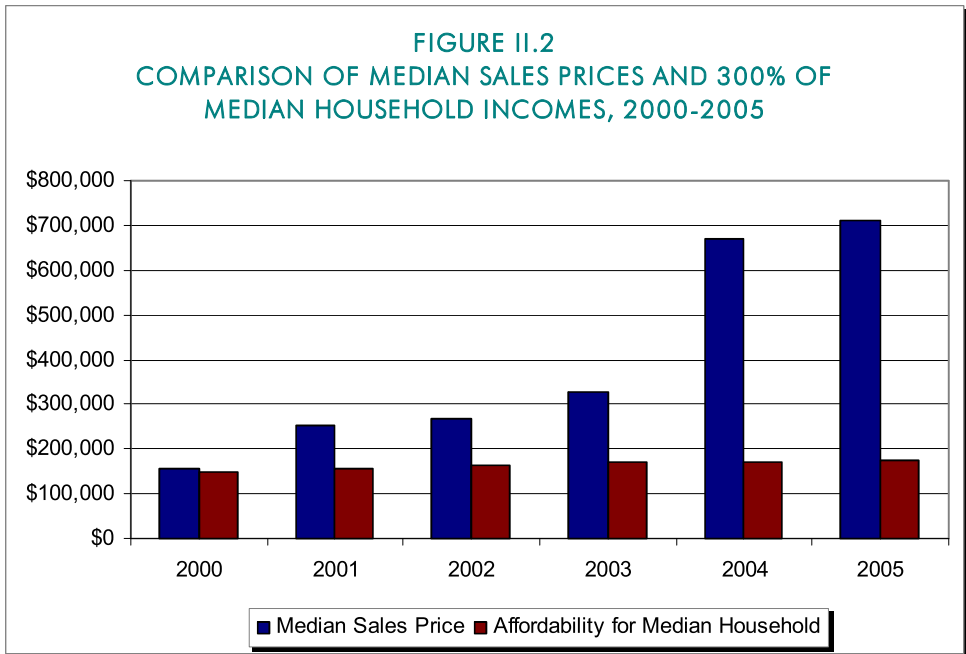
As Table II.2: *Monroe County Median Household Income and Median Single Family Housing Prices in Islamorada, 2000-2005*, demonstrates, over the past five years the gap between median household incomes and median housing costs resulted in median priced housing that is not affordable to households earning the area median income and beyond.⁷ In 2000, the median income in Monroe County was \$49,300 and the median price of a home in Islamorada was \$156,757 – approximately 318 percent of median income levels. By 2003, the median income for a household in Monroe County was \$56,500 and the median price of a home in Islamorada was \$328,571 – approximately 582 percent of median income levels. In 2005, the median income for a Monroe County household was \$58,450 and the median price of a home in Islamorada was \$712,500 – approximately 1,219 percent of median income levels. Over the past few five years, the market has priced out all wage earners, except for those at the very highest income levels. See Figure II.2: *Comparison of Median Sales Prices and 300% of Median Household Incomes, 2000-2005*.

⁷ Because median income data is not available for the Village of Islamorada, this analysis uses Monroe County median income data as calculated by the U.S. Department of Housing and Urban Development.

**TABLE II.2:
MONROE COUNTY MEDIAN HOUSEHOLD INCOME AND
MEDIAN SINGLE FAMILY HOUSING PRICES IN ISLAMORADA, 2000-2005**

Year	Median Price of Homes	Median Price of Homes as % of Median Income	Median Household Income for Monroe County
2000	\$156,757	318%	\$49,300
2001	\$251,887	483%	\$52,100
2002	\$268,182	487%	\$55,100
2003	\$328,571	582%	\$56,500
2004	\$671,429	1,174%	\$57,200
2005	\$712,500	1,219%	\$58,450

Source: Monroe County Property Appraiser and Florida Housing Finance Corporation.



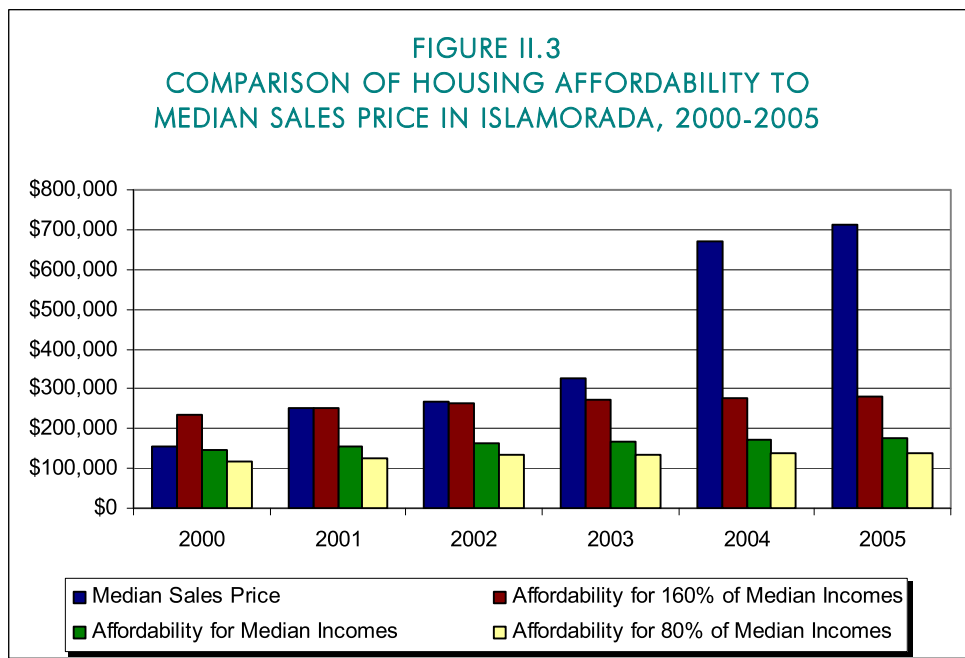
Source: Monroe County Property Appraiser and U.S. Department of Housing and Urban Development.

Figure II.3: Comparison of Housing Affordability to Median Sales Prices in Islamorada, 2000-2005, illustrates the comparison of median sales prices in the Village of Islamorada with housing prices that are affordable to Monroe County median income households, as well as households with incomes at 160 percent and 80 percent of median household incomes.⁸ In 2000 and in following years, the median sales prices exceeded the price that was affordable to the median income household and households earning 80 per

⁸ Typically, affordability of owner-occupied housing is defined as 300 percent of median household income. Using this 300 per cent affordability rule of thumb, the housing affordability for households earning area median income, 160 per cent of area median income, and those earning 80 per cent of area median incomes were calculated by multiplying these incomes by three (3) to result in the cost of housing that is affordable for that income. For example, the area median income in 2005 is \$58,450. Multiplying this income by three (3), this rule of thumb estimates that the median income household will be able to afford a home that costs \$175,350.

cent of median income. In 2005, the sales price exceeded the housing price affordable to a median household income by more than \$537,150. What this means is that the median priced unit in 2005 is affordable to a household earning \$237,500 - \$179,050 more than the area median income.

Moreover, since 2002, median priced homes have exceeded the price that was affordable to the households earning 160 percent of the area median income. In 2005, the median priced home cost \$431,940 more than a household earning 160 per cent of the area median income could afford. The housing affordability problem is affecting not only households earning the area median income, but also those earning well above the median income.



Source: U.S. Department of Housing and Urban Development and the Monroe County Property Appraiser.

B. HOUSING PRICES ARE FAR OUTPACING INCREASES IN WAGES/INCOME

Housing affordability, however, is a relative concept. When inquiring about affordability, it is necessary to ask the question “affordable with respect to what?” Some suggest that attempting to measure housing prices with some type of median or similar measure can be misleading. They suggest that the relevant question is whether housing is available in the market place within the price ranges that local employees can reasonably afford.

Review of Monroe County employment and wage data in 2005 and data trended to 2006, indicate that housing in the Village of Islamorada is no longer available at prices that much of the local work force can reasonably afford. The data show that even with employment and wage growth,

Islamorada’s workforce is finding it very difficult to find housing in the marketplace they can afford. The data also indicate that a portion of the employment growth is occurring in sectors of the economy that increase the housing affordability problem because of the low wages earned by the new employees.

1. Employment and Wages

Table II.3: *Employment and Earnings in Monroe County, 2005-2006*, presents the 2005 and 2006 earnings of economically active households in Monroe County. The 2005 Monroe data are projected forward to December 2006 to show an estimate of current wages (2006). These wages are compared to wages earned for each industry statewide. The last column illustrates the percentage comparisons of estimated 2006 Monroe County earnings to statewide employee earnings. Generally Monroe County employee earnings are less than for the state. There are some notable exceptions to this trend: fishing, business and professional services, and leisure and hospitality (the tourist industry) are well above statewide average earnings. Retail trade, other services, and public administration are also above state averages. The two largest sectors, tourism and retail, have wages and earnings higher than average, while other categories tend to be less than average.

Table II.3 also shows that while some of the industries in Monroe County with the highest number of employees earn wages that are higher than the state average, they are still earning low wages, especially when compared to housing prices. In 2005, leisure and hospitality employees earned \$23,788 annually, on average; accommodation and food service employees earned \$23,297 annually, on average; and trade, transportation and utilities employees earned \$31,256 annually, on average. These wages are low in comparison to the median income for Monroe County (\$58,450 for 2005). This pattern of a large proportion of employees earning low average salaries further exacerbates the problem of housing affordability, especially in a market where housing prices continue to increase at a rapid rate and are very high to begin with.

TABLE II.3:
EMPLOYMENT AND EARNINGS BY INDUSTRY
MONROE COUNTY, 2005-2006

Industry Title	Average Employment	Annual Wage		Florida	'06 Monroe Cty Wages as % of Statewide Earnings
		2005	2006	2006	
Total, All Industries	35,895	\$32,788	\$34,214	\$38,376	89.16%
Goods-Producing	2,613	\$32,352	\$33,759	\$40,484	83.39%
Agriculture, Forestry, Fishing and Hunting	102	\$33,145	\$34,587	\$24,004	144.09%
Construction	2,226	\$32,391	\$33,800	\$39,994	84.51%
Manufacturing	285	\$31,764	\$33,146	\$45,301	73.17%
Service-Providing	33,282	\$32,823	\$34,251	\$38,033	90.05%

**TABLE II.3:
EMPLOYMENT AND EARNINGS BY INDUSTRY
MONROE COUNTY, 2005-2006**

Industry Title	Average Employment	Annual Wage		Florida	'06 Monroe Cty Wages as % of Statewide Earnings
		2005	2006	2006	
Trade, Transportation, and Utilities	7,636	\$31,256	\$32,616	\$36,053	90.47%
Wholesale Trade	520	\$45,167	\$47,132	\$55,030	85.65%
Retail Trade	5,553	\$27,209	\$28,393	\$26,929	105.44%
Information	457	\$47,952	\$50,038	\$55,045	90.90%
Financial Activities	2,364	\$42,750	\$44,610	\$54,909	81.24%
Finance and Insurance	1,220	\$50,038	\$52,215	\$61,889	84.37%
Real Estate and Rental and Leasing	1,144	\$34,976	\$36,497	\$40,672	89.73%
Professional and Business Services	2,603	\$43,410	\$45,298	\$40,927	110.68%
Education and Health Services	4,049	\$37,743	\$39,385	\$39,672	99.28%
Leisure and Hospitality	11,539	\$23,788	\$24,823	\$20,287	122.36%
Accommodation and Food Services	10,136	\$23,297	\$24,310	\$17,661	137.65%
Other Services	1,472	\$27,466	\$28,661	\$26,923	106.45%
Public Administration	3,132	\$47,605	\$49,676	\$46,542	106.73%

SOURCE: Florida Labor Market Statistics, September 2006. NOTE: 2006 earnings were projected using a 2.9% increase over 2005, which was the 2004-2005 increase.

C. THE SUPPLY OF HOUSING AFFORDABLE TO THE WORKFORCE IS SUBSTANTIALLY DECREASING

The breadth of the housing affordability problem in the Village of Islamorada is further demonstrated by considering the income and housing cost data from the Monroe County Property Appraiser on the sales price of all residential units sold in Islamorada between January 1, 2000 and December 31, 2005. The residential sales are categorized into three types of residential units: single-family detached; condominiums; and mobile homes. There have been a total of 1,373 residential sales recorded by the Monroe County Property Appraiser in Islamorada over this six year period. Of these units sold, the large majority are single-family detached units (59.1%) and condominium units (39%). The balance is mobile home units. See Table II.4: *Types of Residential Units Sold, Islamorada, 2000-2005*.

**TABLE II.4:
TYPES OF RESIDENTIAL UNITS SOLD,
ISLAMORADA, 2000-2005**

Year	Single-Family Detached	Condominiums	Mobile Homes	Total
2000	22	32	3	57
2001	75	63	2	140
2002	124	92	6	222
2003	183	83	5	271
2004	207	107	3	317
2005	200	159	7	366
TOTAL	811	536	26	1,373
Percent of Total	59.1%	39.0%	1.9%	100.0%

Source: Monroe County Property Appraiser Database

Table II.5: *Existing Home Sales by Price Range, Village of Islamorada, 2000-2005*, provides information about the availability of housing units over the past six years being sold in the local housing market that the workforce in Islamorada can afford (see Appendix A for an even more detailed breakdown of housing sales prices). To establish a base for comparison, the total sales are divided into those residential units sold below \$400,000 and those that sold for \$400,000 or higher. In 2000, 79.2 percent of all existing home sales in Islamorada were below \$400,000. The average price for all units that year was \$286,872. In 2003, 53.4 percent of residential sales were below \$400,000. By 2005 prices had increased dramatically and only 15.4 percent of sales were under \$400,000. Mobile homes and condominiums are increasing their roles as being the provider of lower price housing – to the extent that \$400,000 can be considered to be low price for a single-family home.

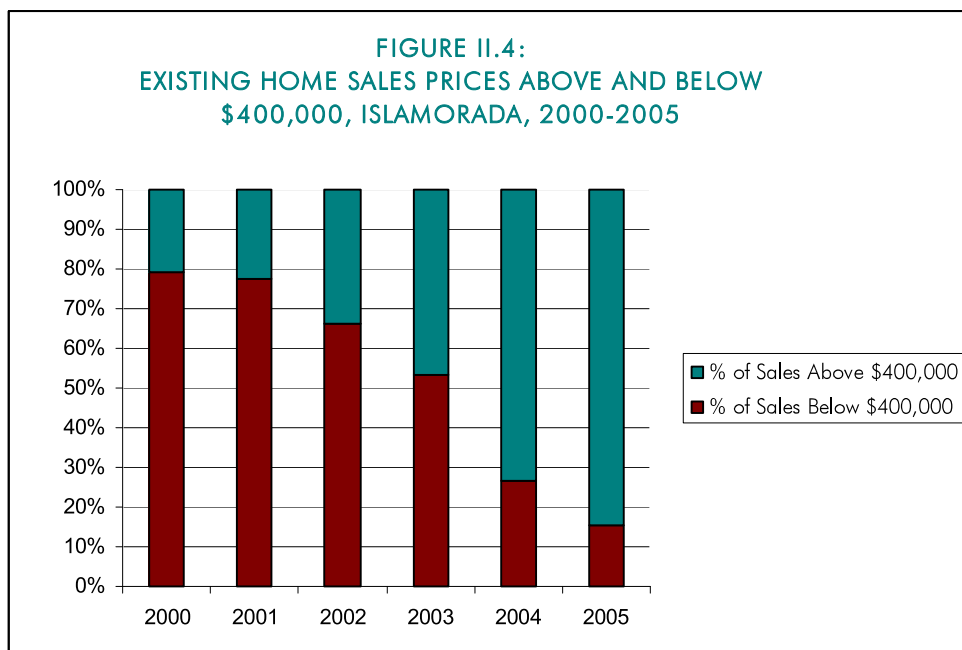
Probably of greatest relevance to median income members of the workforce, sales of homes under \$200,000 went from 246 in 2000 to twelve (12) in 2005 (see Table II.5: *Existing Home Sales by Price Range, Village of Islamorada, 2000-2005*). Of those twelve (12) homes under \$200,000, seven (7) were single family, none (0) of the homes were mobile homes and five (5) were condominiums.

TABLE II.5: EXISTING HOME SALES BY PRICE RANGE VILLAGE OF ISLAMORADA, 2000 - 2005						
Sales Price	2000	2001	2002	2003	2004	2005
Under \$50k	12	23	29	16	7	2
\$50-100k	42	31	22	17	9	8
\$100-150k	81	54	30	16	13	1
\$150-200k	111	57	52	18	17	1
\$200-250k	39	38	51	38	18	3
\$250-300k	34	53	33	48	15	8
\$300-350k	20	35	25	35	31	11
\$350-400k	27	26	29	34	30	23
\$400-450k	17	14	18	26	26	28
\$450-500k	15	12	17	12	32	27
\$500-550k	7	14	21	12	14	19
\$550-600k	9	6	10	17	9	13
\$600-650k	4	11	12	17	21	17
\$650-700k	12	8	11	17	14	21
\$700-750k	5	4	9	21	23	12
\$750-800k	7	2	8	8	20	15
\$800-850k	3	3	10	6	22	13
\$850-900k	3	4	4	5	11	15
\$900-950k	1	1	1	8	14	6
\$950-1,000k	2	2	5	3	6	14
Over \$1,000k	11	12	12	42	171	112
Average (1,000s)	\$287k	\$310k	\$362k	\$484k	\$744k	\$776k
Median (1,000s)	\$157k	\$252k	\$268k	\$329k	\$671k	\$713k
Total Sales	462	410	409	416	523	369

TABLE II.5: EXISTING HOME SALES BY PRICE RANGE VILLAGE OF ISLAMORADA, 2000 - 2005						
Sales Price	2000	2001	2002	2003	2004	2005
Below \$400k	366	317	271	222	140	57
% Below \$400k	79.20%	77.30%	66.30%	53.40%	26.80%	15.40%
% Above \$400k	20.80%	22.70%	33.70%	46.60%	73.20%	84.60%
Single Family	54.60%	65.30%	67.50%	55.90%	53.60%	38.60%
Mobile Home	2.10%	1.00%	2.10%	3.20%	1.80%	8.80%
Condo	46.90%	36.80%	34.30%	48.90%	57.30%	94.10%

Source: Monroe County Property Appraiser Database

The dynamics of home prices in Islamorada are clearly seen in Figure II.4: *Existing Home Sales Prices Above and Below \$400,000, Village of Islamorada, 2000-2005*. Average prices are sharply increasing while the supply of dwellings at the lower end are greatly diminished. The phenomenon is not just a matter of rapid increases in prices of high end units. Rather, it is a general increase in unit prices.



Source: Monroe County Property Appraiser Database

Based on what the housing price, housing sales, and income data for Monroe County and Islamorada show, there is no doubt there is a housing affordability problem in Islamorada today.

III. THE NEED FOR AFFORDABLE HOUSING CREATED BY NEW DEVELOPMENT

The need to provide housing that is affordable to Islamorada’s workforce comes from all new development that demands labor (employees), including both residential and non-residential development. These employees earn different levels of wages that will require different types of workforce housing solutions.

A. BACKGROUND

The increase in housing prices in Islamorada, in and of itself creates an affordable workforce housing problem in Islamorada and the Florida Keys in general. However, the problem is accentuated in Islamorada. This is because some of the larger employers in the Village, such as the leisure and hospitality industry (i.e., tourism), accommodation and food services, retail service businesses and construction industry typically hire more lower wage employees than other industries. A significant percentage of new employees in these businesses earn very modest wages, making it increasingly difficult for them to afford a house for sale in the local real estate market, or rent housing.

For the purposes of evaluating where workforce housing demands originate, it is tempting to think that a community may be divided neatly into an economic sector and a residential sector. The economic sector provides the employment and incomes for the residents and the residential sector provides for the needs of the local employees and their families. In a place like Islamorada, however, this distinction between an economic sector and residential sector is misleading. Instead, it is more useful to conceive of an economy that is divided into two general sectors: the basic sector and the local sector.

The basic sector is that part of the economy that brings income into the Village and distributes that income as wages and salaries within the region – such as tourism, retail, and accommodation and food services. The local sector is that part of the economy that produces goods and services for sale to residents of the region. The basic sector is active while the local sector is reactive. The essential reason for using this model is that the economic health of the region is dependent upon the economic success of the basic sector.

Both residential and non-residential development in Islamorada is very much a part of the basic sector because of the strong tourist/second home component of Islamorada’s economy, which helps fuel the tourism, retail, and accommodation and food services businesses. The incomes earned from this demand leads to spending in the local sector. As such, residential development shares many of the characteristics of other and more typical components of the economic base, including its demand for labor.

Residential and non-residential development in Islamorada places a demand on labor (the workforce) in three ways:

- The first is the construction of the building (i.e., construction employees for both residential and non-residential development);
- The second is the operation and maintenance of the building (i.e., employees for residential development); and
- The third is the use of the structure as designed by the builders (i.e., employees for non-residential development).

All three activities generate employment in Islamorada, and because of the wage levels and existing housing prices, these activities consequently result in a need for affordable workforce housing. The demand for labor (employees) that both residential and non-residential developments create, and the demand these employees place on the need for workforce housing is outlined below.

B. RESIDENTIAL DEVELOPMENT

As is discussed above, residential development in Islamorada has two employment needs:

- The first is for the construction of the residence (construction);
- The second is for the operation and maintenance of that residence, post-construction (post-construction).

As discussed below, both construction and post-construction activities generate employment in Islamorada, and many of these workers typically earn wages and salaries that put them in a position of economic stress in terms of their ability to purchase or rent housing.

1. Demand for Workforce Housing Units

a) Construction Impacts

The construction, expansion, or renovation of buildings requires the employment of contractors and construction workers to do the work. The wages of most of these workers are within a range such that they can not afford housing in Islamorada. The method used to assess the demand for workforce housing created by construction activities involves the following. First, the amount of construction authorized and built in Monroe County over the past four years (measured in square feet) was determined from annual Monroe County Property Appraiser data. Second, the number of construction workers involved in the construction of these buildings was determined using monthly unemployment insurance reports for Monroe County that have data on the number of

local construction workers. This data is expressed in person years for 2002-2005. Third, and based upon the amount of square footage built and the number of construction workers needed to construct these buildings, the actual amount of a building (in square feet) a construction employee builds in a year was determined.⁹ Table III.1: *Residential and Non-Residential Construction (square feet) and Construction Employment, Monroe County, 2002-2005*, summarize this analysis. These data illustrate that, on average, one construction employee directly involved in construction builds an average of 859 square feet of space in a year. Put another way, it takes an estimated 1.2 employee-years to construct 1,000 square feet of floor area.¹⁰ Larger construction projects require more construction time (either more people working over the same period of time, or the same number of people working for a longer time) to complete.

TABLE III.1 RESIDENTIAL AND NON-RESIDENTIAL CONSTRUCTION (square feet) AND CONSTRUCTION EMPLOYMENT, MONROE COUNTY, 2002-2005	
Residential Construction	4,242,870 FT ²
Non-Residential Construction	995,296 FT ²
Total Construction	5,238,166 FT ²
Employee Years	6,098
FT ² per Construction Employee	859 FT ²

SOURCE: Florida Agency for Workforce Innovation, Labor Market Statistics, ES-202 data for Monroe County, 2002 through 2005 and Monroe County Property Appraiser, tax rolls 2002 through 2005.

Annual variations in square feet of construction are due primarily to the differing time dimensions of the data series. Permitting must precede construction. It is very common for a residential unit or non-residential development to be permitted in one year and constructed, either in whole or in part, in another year. Because of this phenomenon, there is no reason to expect the amount of square feet constructed from year to year to be consistent. However, over the 4 year period, the problem of timing becomes irrelevant. Consequently, by estimating the amount of space a construction employee builds over a year based on 4 years of

⁹ For purposes of this calculation, the analysis includes all employees that work in the construction industry, not just those engaged in the physical construction of the structure. For example, an employee installing water or wastewater lines is considered to be engaged in constructing new development as much as those directly involved with the erection of a building.

¹⁰ This construction analysis aggregates residential and non-residential construction because the average wages and average number of employees needed to construct 1,000 square feet of a structure for both residential and non-residential development is not significantly different.

development activity, it is possible to derive a reasonable estimate of floor area built by the average construction worker.

Table III.2: *Construction Employment and Need for Housing in Islamorada*, sets out the number of employees needed to construct different size residential units based on the fact that one construction employee builds 859 square feet of space annually (See the column in Table III.2 labeled “Employee Years to Construct Units”). Specifically, the table displays the number of employee years it takes to construct a building of a certain size.

Construction employment is measured in employee years (employee years to construct units). Housing has no such time dimension. Employees will have a definable career and dwellings have an expected life. In estimating the demand construction employees place on a residential unit, it must be recognized that construction employees require housing only during the period of actual construction of the home (even though they live in the community over their career). This must be accounted for in the analysis. The average construction worker career is 40 years. To account for this circumstance, the calculation of construction employee years to construct the unit is therefore divided by 40 to convert to the needed housing over the work career of the employee (See column in Table III.2 labeled “Employees Needed (Over Career of Employee)).

Next, to determine the needed number of residential units these construction employees demand in Islamorada, the employee equivalent is then divided by the average number of employees per dwelling unit that exist today in Islamorada (1.586¹¹) to estimate the fraction of a dwelling unit needed to house the employees engaged in residential construction of homes (See column labeled “Housing Units Needed for Employees”). As shown in Table III.2: *Construction Employment and Need for Housing in Islamorada*, this calculation results in a little over .019 of a dwelling unit demanded for construction employees for every 1,000 square feet of construction.

¹¹ See Appendix B: *Employees Per Household, Monroe County*.

Table III.2:
CONSTRUCTION EMPLOYMENT AND NEED FOR HOUSING IN ISLAMORADA

Building Size	Employee Years to Construct Units	Employees Needed (Over Career of Employee)	Housing Units Needed for Employees
500	0.601	0.015	0.009
750	0.901	0.023	0.014
1,000	1.201	0.030	0.019
1,500	1.802	0.045	0.028
2,000	2.403	0.060	0.038
2,500	3.004	0.075	0.047
3,000	3.604	0.090	0.057
3,500	4.205	0.105	0.066
4,000	4.806	0.120	0.076
4,500	5.406	0.135	0.085
5,000	6.007	0.150	0.095

b) Operations & Maintenance Impacts

In the Spring of 2006, RRC Associates, Inc., conducted a survey of homeowners in the Village of Islamorada, the results of which are summarized in a report titled *Village of Islamorada Residential Job Generation Study* (July 2006) (hereinafter referred to as “*Residential Job Study*”). One of the primary objectives of the *Residential Job Study* was to acquire data on the employment associated with the operations and maintenance of residential units in the Village of Islamorada. The *Residential Job Study* asked homeowners questions about the use, both directly and indirectly, of five primary categories of employees that are hired to assist in the operation and maintenance of residential units. They include:

- Direct hires by home owners;
- Hires by property management firms retained by home owners to operate and maintain residential properties;
- Hires by homeowners associations responsible for operating and maintaining residential properties;
- On-sight caretakers; and
- Other local service firms.

The operations and maintenance services asked about include exterior maintenance and upkeep (i.e., gardeners, mowers, and other exterior maintenance), housekeepers, kitchen help, child care/nannies,

caretakers, butlers, personal trainers, and administrative assistants for the residential unit. The survey also gathered extensive data about selected operational characteristics of residential homes, firms that households contract with to finance and insure homes, as well as the use patterns and demographics of homeowners, which is useful for other policy, planning and research purposes.

The survey was mailed to a sample of 3,000 homeowners in the Village of Islamorada. This includes the population of owners of units in excess of 2,000 square feet, as identified through the Monroe County Property Appraiser records (1,094 total households); a random sample¹² of 48 percent of owners of homes sized within the range of 500 to 2,000 square feet (1,051 total); and a random sample of 63 percent of condominium owners (853 total). Single-family homes below 500 square feet were not included given that many of these are boat pads and similar types of units. A total of 822 surveys were returned for a response rate of 27.5 percent. Of these 822 survey responses, 585 were responded to in full, whereas the remaining surveys lacked responses to some of the survey questions. In conducting analysis on the survey responses, only those surveys that have a response to the related questions in the analysis were used.

For each type of home service the owner uses (homeowners associations, property management companies, independent contractors, on-site caretakers and other directly hired employees), owners were asked to report how much they spend per year on each service and, if known, approximately how many hours employees spent serving their home each year. Annual spending amounts were converted into “full-time equivalents” (FTE) using a combination of wage data and assumptions regarding non-labor costs.¹³ Wage data was based on annualized wage rates for Monroe County for specified industry sectors, as extrapolated from 2004 Quarterly Census of Employment and Wages (QCEW) data.¹⁴ Specific assumptions for individual service providers are as follows:

- Homeowners associations (HOA): A conversion ratio of \$117,390 in homeowners’ dues per direct job was assumed. This is based on an assumption of a \$27,475 average wage for HOA employees (Monroe County inflation adjusted 2004 QCEW data – NAICS code 813990) and an assumption that 23.4 percent of HOA costs

¹² The random sample was conducted using SPSS statistical software.

¹³ FTE employees represent the number of workers that would typically be employed to complete the service based on existing employment patterns in the respective industries, which presumably includes a blended hybrid of full-time and part-time employees.

¹⁴ The QCEW data is provided by the U.S. Census Bureau of Labor Statistics, and is available at <http://data.bls.gov/PDQ/outside.jsp?survey=en>

are used for wages (based on the ratio of wages paid to revenue received for HOA's from the 2002 Economic Census for the state of Florida).

- Property management firms (PMF): A conversion ratio of \$117,641 in property management fees per direct job was assumed. This is based on an assumption of a \$30,560 average wage for residential property management employees (Monroe County inflation adjusted 2004 QCEW data – NAICS code 531311) and an assumption that 25.97 percent of property management costs are used for wages (based on the ratio of wages paid to revenue received for PMF's from the 2002 Economic Census for Monroe County).
- Other contracted services: A conversion ratio of \$84,388 in contracted service fees per direct job was assumed for other contracted services. This is based on an assumption of a \$32,320 average wage for buildings and dwellings services employees (Monroe County inflation adjusted 2004 QCEW data – NAICS codes 5616 & 5617) and an assumption that 38.3 percent of service costs are used for wages (based on the ratio of wages paid to revenue received for contract services from the 2002 Economic Census for the State of Florida).
- Direct employees and caretakers: A conversion ratio of \$23,744 in employment costs per direct job was assumed. This is based on the average wage paid by these industries in the State of Florida as reported by the 2004 QCEW data (NAICS code 814110) and adjusted for inflation.

In addition to questions regarding home services employment, survey respondents that were not full-time residents of Islamorada were also asked to describe the tenancy of their Islamorada unit. Data about tenancy (how the unit is used or occupied) was broken into six (6) categories:

- Secondary residence: units owned by the respondent and used as a secondary residence by the owner;
- Vacation rental: units owned by the respondent and leased on a short-term basis, usually as a vacation or seasonal rental;
- Business/corporate rental: units owned by the respondent and leased on a short-term basis to business or corporate entities for retreats and conferences;

- Long-term rental residences: units owned by the respondent and leased on a long-term basis;
- Other (for the respondent to specify): uses other than those listed above for which the unit is occupied; and
- Vacant: amount of time in which the residence is not occupied.

These survey responses were compiled, and then several hypotheses were tested through regression analysis. The hypotheses tested are whether there is a relationship between the size of a residential unit and the number of operation and maintenance employees that service the unit. The analyses also tested whether there is a difference in this relationship between house size and operation and maintenance employees serving the unit, and whether the unit is occupied by a permanent resident or otherwise used as a secondary residence, vacation rental, business/corporate rental, long-term rental, or other. The hypothesis testing this relationship included 585 survey responses. See Table: III.3: *Number of Survey Responses Used in Analysis of Operations and Maintenance Employees.*

Survey Cases	Number of Responses
All returned responses	822
Fully completed responses	585
Responses from full-time owner-occupied units	406
Responses from units otherwise occupied	416

The survey results indicate that there are different employment relationships between dwellings occupied by full-time residents and those occupied for all other purposes. The results also indicate there are different employment relationships between units based on the size of the unit. The relationship is expressed mathematically as follows:

$$\text{Employees} = -0.01330 + (-0.03846 * \text{Full-time}) + (0.00006466 * \text{Area})$$

Where:

$$\text{Employees} = \text{Operations and Maintenance Employees}^{15}$$

$$\text{Full-Time} = \text{Residential Unit Occupied by Full-time Resident}$$

$$\text{Area} = \text{Gross Square Feet of Unit}$$

¹⁵ Measured by full-time equivalent employees (FTEs).

This formula results from a multiple regression analysis with the number of full time equivalent employees being the dependent variable and the size of the home, in square feet, and the full-time occupancy of the home being the independent variables. Collectively, the independent variables show that the number of employees increase with the size of the dwelling and that the number of employees is greater if the unit is occupied as a secondary residence, vacation rental, business/corporate rental, long-term rental, or other.

The linear relationships identified above effectively describe post construction (operations and maintenance) employment as a function of residency status and size of units in Islamorada. The result of applying this formula to homes of varying sizes is shown below in Table III.4: *Operations and Maintenance Employment by Home Size and Residency of Unit, Islamorada*. To determine the needed number of residential units these operations and maintenance employees demand in Islamorada, the employee equivalent is divided by the average number of employees per dwelling unit that exist today in Islamorada (1.586¹⁶) to estimate the fraction of a dwelling unit needed to house the employees engaged in residential operation and maintenance of residential units occupied by full-time residents versus others (secondary residences, vacation rentals, business/corporate rentals, long-term rentals, or others).

Table III.4: OPERATIONS AND MAINTENANCE EMPLOYMENT BY HOME SIZE AND RESIDENCY OF UNIT, ISLAMORADA				
Unit Size	Employees for Full-Time Resident Units	No. of Units Needed for Employees of Full-Time Resident Units	Employees for All Other Units	No. of Units Needed for Employees of All Other Units
500	0.000	0.000	0.019	0.012
750	0.000	0.000	0.035	0.022
1,000	0.013	0.008	0.051	0.032
1,500	0.045	0.029	0.084	0.053
2,000	0.078	0.049	0.116	0.073
2,500	0.110	0.069	0.148	0.094
3,000	0.142	0.090	0.181	0.114
3,500	0.175	0.110	0.213	0.134
4,000	0.207	0.130	0.245	0.155
4,500	0.239	0.151	0.278	0.175
5,000	0.272	0.171	0.310	0.196

c) Summary of Need for Affordable Housing Units

Tables III.5 and III.6 summarize the total workforce housing unit need created by new residential development, for both construction and operation/maintenance employees.

¹⁶ See Appendix B: *Employees per Household, Monroe County*.

**Table III.5:
WORKFORCE HOUSING NEED CREATED BY RESIDENTIAL UNITS OCCUPIED BY FULL-TIME RESIDENTS¹⁷**

Unit Size (FT ²)	Employees					Total Workforce Housing Units Needed (Construction and O&M Employees of Full-Time Resident Units)
	Construction		Operations & Maintenance for Full-Time Resident Units		Workforce Housing Units Needed for O&M Employees of Full-Time Resident Units	
	Employees	Workforce Housing Units Needed for Construction Employees	Employees	Employees		
500	0.015	0.009	0.000	0.000	0.000	0.009
750	0.023	0.014	0.000	0.000	0.000	0.014
1,000	0.030	0.019	0.013	0.008	0.008	0.027
1,500	0.045	0.028	0.045	0.029	0.029	0.057
2,000	0.060	0.038	0.078	0.049	0.049	0.087
2,500	0.075	0.047	0.110	0.069	0.069	0.117
3,000	0.090	0.057	0.142	0.090	0.090	0.147
3,500	0.105	0.066	0.175	0.110	0.110	0.176
4,000	0.120	0.076	0.207	0.130	0.130	0.206
4,500	0.135	0.085	0.239	0.151	0.151	0.236
5,000	0.150	0.095	0.272	0.171	0.171	0.266

¹⁷ Note that the data shown in Table III.5: Workforce Housing Need Created by Residential Units Occupied by Full-Time Residents, are illustrative only. The precise formulae should be used for individual dwellings.

Table III.6:
WORKFORCE HOUSING NEED CREATED BY ALL OTHER UNITS¹⁸

Unit Size (FT ²)	Employees					Total Workforce Housing Units Needed (Construction and O&M Employees of All Other Units)
	Construction		Operations & Maintenance for All Other Units	Workforce Housing Units Needed for O&M Employees of All Other Units		
	Employees	Workforce Housing Units Needed for Construction Employees				
500	0.015	0.009	0.019	0.012		0.021
750	0.023	0.014	0.035	0.022		0.036
1,000	0.030	0.019	0.051	0.032		0.051
1,500	0.045	0.028	0.084	0.053		0.081
2,000	0.060	0.038	0.116	0.073		0.111
2,500	0.075	0.047	0.148	0.094		0.141
3,000	0.090	0.057	0.181	0.114		0.171
3,500	0.105	0.066	0.213	0.134		0.201
4,000	0.120	0.076	0.245	0.155		0.231
4,500	0.135	0.085	0.278	0.175		0.260
5,000	0.150	0.095	0.310	0.196		0.290

¹⁸ Note that the data shown in Table III.6: Workforce Housing Need Created by All Other Units, are illustrative only. The precise formulae should be used for individual dwellings.

2. Assistance to Address Workforce Housing Need

In fully exploring the need for workforce housing created by residential development, there is one final step. It involves determining the amount of assistance (workforce housing subsidy) that is needed to make housing in the community affordable for the construction and operations/maintenance employee households that build and service residential units.

As is discussed in Section II: *Problem Description*, housing in Islamorada has become unaffordable to not only low-wage earning households, but also to households earning the median household income and much higher. Consequently, the income range of households that need workforce housing assistance in Islamorada is fairly broad. To adequately address the different types of households that need workforce housing assistance, three Workforce Housing Categories are developed in this Study. The intent of the categories is to recognize that households of varying income levels live in units of varying size and price. For example, it is logical that a household earning \$60,000 lives in a different and more expensive house than a household earning \$30,000. These three categories address this issue. These categories are used to better assess workforce housing mitigation at a level that is reflective of the different income categories in the community.¹⁹

The three Workforce Housing Categories were developed using local cost and square footage data on existing affordable units built in Islamorada and the Florida Keys, other communities in Florida, and other resort communities across the nation. These three Workforce Housing Categories identify the size of an appropriate workforce housing unit for each income category, the type of construction, and the cost per square foot to construct the unit based upon local construction costs. Table III.7: *Workforce Housing Categories, Islamorada*, shows the size, type, cost to construct these units, and household and employee income levels that are needed if these prototypical units are to be considered affordable. (See Appendix D: *Shortage (Housing Assistance) Calculations*, for more detail on the incomes that can afford the workforce units in each of these categories.)

¹⁹ The Workforce Housing Categories are not linked in any way to income or occupancy eligibility requirements related to the application for affordable housing units in Islamorada. These categories are intended for use as a tool to determine workforce housing mitigation both in terms of units and housing assistance, and do not serve as eligibility requirements.

TABLE III.7:
WORKFORCE HOUSING CATEGORIES, ISLAMORADA²⁰

	Category 1	Category 2	Category 3
Area (FT ²)	500	700	900
Construction Type	Modular	Modular	Modular
Number of Bedrooms	1	2	3
Housing Unit Type	Multi-Family Attached	Multi-Family Attached	Multi-Family Attached
Construction Cost per FT	\$175	\$175	\$175
Construction Cost	\$87,500	\$122,500	\$157,500
Site Prep	\$40,000	\$40,000	\$40,000
Land	\$45,000	\$63,000	\$81,000
Total	\$172,500	\$225,500	\$278,500
Income Required to Afford a Unit			
Income Ratio for Determining Housing Affordability	29.32%	29.32%	29.32%
Annual Household Income Needed to Purchase Unit	\$50,573	\$66,578	\$82,584
Income per Worker in Household	\$31,897	\$41,992	\$52,087

As Table III.7 shows, the type of construction and the cost per square foot to construct the units are the same for all three Workforce Housing Categories. The variation in unit costs is solely dependent upon the size of the unit. The cost shown is a turn-key cost of production under prevailing market conditions. Table III.7 also shows the differences in both household and employee income levels that are needed to make the prototypical units affordable (in Table III.7, see “Annual Household Income Needed to Purchase Unit”).

Next, and for the purposes of measuring the assistance needed to make units affordable to members of the workforce at different income levels, the household income levels were evaluated for the different members of the workforce (see Appendix D: *Employment and Household Earnings by Industry, Monroe County, 2005-2006*), and then compared to the household income levels needed to make the prototypical units affordable in each of the Workforce Housing Categories.

Based on this comparison, the household income levels were matched with the Workforce Housing Categories that most closely aligned with the incomes levels.²¹

²⁰ Each of the three Workforce Housing Categories were developed under the assumption that workforce housing units created as a result of a mitigation program that utilizes this workforce housing methodology would develop multi-family attached, modular built residential housing units. Therefore, the cost to develop these units factors in the housing type and housing construction assumptions.

a) Affordable Housing Assistance for Construction Employee Households

Once the reasonable cost for a prototypical workforce housing unit is determined, the next step is to identify the amount of assistance that an employee household requires to afford a prototypical unit within their income category. For new residential units, this requires evaluating the subsidy needed for construction employees and operations and maintenance employees.

As is briefly discussed above, according to the employment and household earnings for the construction industry in Monroe County (see Appendix D: *Employment and Household Earnings by Industry*), individual annual construction employee earnings are \$33,800, and annual household earnings are \$53,590. Based on these earnings, a construction employee household could reasonably afford to spend \$182,792 for housing. As mentioned in the previous section and based upon their income, construction employee households qualify for Category 2 affordable housing that is estimated to cost \$225,500. Given the construction employee household earnings and the maximum housing cost that a construction employee household could afford (\$182,792), Category 2 level of housing requires \$42,708 of workforce housing assistance per worker household to afford a unit. In other words, the difference between the cost of a Category 2 house (\$225,500) and the maximum housing cost that a construction employee household can afford (\$182,792) is the affordable housing assistance needed for a construction employee household to afford a unit (\$42,708). See Table III.8: *Housing Affordability for Construction Employees* shown below.

²¹ For those incomes that are within a modest range above or below the maximum cut off of a Workforce Housing Category, professional judgment has been used to determine the appropriate Workforce Housing Category for the employee household.....

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TABLE III.8: HOUSING AFFORDABILITY FOR CONSTRUCTION EMPLOYEES	
Construction Earnings	\$33,800
Employees per Household ²²	1.586
Construction Employee Household Earnings	\$53,590
Maximum Housing Cost for Construction Employee Household ²³	\$182,792
Available Housing Cost (Category 2)	\$225,500
Assistance Subsidy per Units Needed for Construction Employee Household	\$42,708

The housing assistance needed by unit size is shown in Table III.9:
Construction Employment and Need for Housing in Islamorada.

Table III.9: CONSTRUCTION EMPLOYMENT AND NEED FOR HOUSING, ISLAMORADA				
Building Size	Employee Years to Construct Units	Employees Needed (Over Career of Employee)	Housing Units Needed for Employees	Housing Assistance Needed per Unit
500	0.601	0.015	0.009	\$405
750	0.901	0.023	0.014	\$607
1,000	1.201	0.030	0.019	\$809
1,500	1.802	0.045	0.028	\$1,214
2,000	2.403	0.060	0.038	\$1,618
2,500	3.004	0.075	0.047	\$2,023
3,000	3.604	0.090	0.057	\$2,427
3,500	4.205	0.105	0.066	\$2,832
4,000	4.806	0.120	0.076	\$3,236
4,500	5.406	0.135	0.085	\$3,641
5,000	6.007	0.150	0.095	\$4,045

b) Workforce Housing Assistance for Operations and Maintenance Employee Households

Based on industry definitions, the earnings of operational and maintenance employees are identified as a weighted average of the individual components of residential operational and maintenance employment. This is shown in Table III.10: *Operational and Maintenance Employee Income, Monroe County.*

²² See Appendix B: *Employees per Household, Monroe County*, for an explanation of the calculation used to result in this figure.

²³ The maximum housing cost for a construction employee household is calculated by dividing the construction employee household earnings (\$53,590) by the income ratio (29.32%) to determine the cost of housing that is affordable to a construction employee household.

**TABLE III.10:
OPERATIONAL AND MAINTENANCE
EMPLOYEE INCOME, MONROE COUNTY**

	Weight	Individual	Household
Construction	17.5%	\$33,800	\$53,590
Financial Activities	5.0%	\$44,610	\$70,729
Prof & Business Services	37.5%	\$45,298	\$71,821
Education & Health Services	15.0%	\$39,385	\$62,445
Other Services	25.0%	\$28,661	\$45,442
Blended	100.0%	\$38,205	\$60,575

Based upon their income, operations and maintenance employee households qualify for Category 2 affordable housing that is estimated to cost \$225,500. Given that operations and maintenance employee households earn \$60,575 and the maximum housing cost that a construction employee household could afford is \$206,616, Category 2 level of housing would require \$18,884 of workforce housing assistance per operations and maintenance worker household to afford a unit. In other words, the difference between the cost of a Category 2 house (\$225,500) and the maximum housing cost that a construction employee household can afford (\$206,616) is the workforce housing assistance needed for an operations and maintenance employee household to afford a unit (\$18,884). See Table III.11: *Housing Affordability for Construction Employees* shown below.

**TABLE III.11:
HOUSING AFFORDABILITY FOR
OPERATIONS AND MAINTENANCE EMPLOYEES**

Operations and Maintenance Earnings	\$38,205
Employees per Household ²⁴	1.586
Operations and Maintenance Employee Household Earnings	\$60,575
Maximum Housing Cost for Operations and Maintenance Employee Household ²⁵	\$206,616
Available Housing Cost (Category 2)	\$225,500
Assistance Subsidy per Units Needed for Operations and Maintenance Employee Household	\$18,884

The housing assistance needed by unit size is shown in Table III.12: *Operations and Maintenance Employment and Need for Housing in Islamorada*.

²⁴ See Appendix B: *Employees per Household, Monroe County*, for an explanation of the calculation used to result in this figure.

²⁵ The maximum housing cost for an operations and maintenance employee household is calculated by dividing the operations and maintenance employee household earnings (\$60,575) by the income ratio (29.32%) to determine the cost of housing that is affordable to a construction employee household.

Table III.12:
**OPERATIONS AND MAINTENANCE EMPLOYMENT
AND NEED BY RESIDENCY OF UNIT, ISLAMORADA**

Square Footage in Residential Unit	Units Occupied by Full-Time Residents			All Other Units		
	Employees	No. of Units Needed	Housing Assistance Needed	Employees	No. of Units Needed	Housing Assistance Needed
500	0.000	0.000	\$0	0.019	0.012	\$227
750	0.000	0.000	\$0	0.035	0.022	\$419
1,000	0.013	0.008	\$154	0.051	0.032	\$612
1,500	0.045	0.029	\$539	0.084	0.053	\$997
2,000	0.078	0.049	\$924	0.116	0.073	\$1,382
2,500	0.110	0.069	\$1,309	0.148	0.094	\$1,767
3,000	0.142	0.090	\$1,694	0.181	0.114	\$2,152
3,500	0.175	0.110	\$2,079	0.213	0.134	\$2,537
4,000	0.207	0.130	\$2,464	0.245	0.155	\$2,922
4,500	0.239	0.151	\$2,849	0.278	0.175	\$3,307
5,000	0.272	0.171	\$3,234	0.310	0.196	\$3,692

3. Residential Mitigation

As is outlined above, the wages and salaries earned by a significant portion of Islamorada’s workforce that provides services to residential development (construction and operation and maintenance employees) are insufficient to allow these employees to obtain market housing. After determining the number and type of employees that provide service to residential development (construction employees and operations and maintenance employees), the next step is to identify the degree of workforce housing need created by residential development, and then outline mitigation options.

a) Measuring Need

Based on the previous analysis outlined in this section, the degree of workforce housing need for residential development in Islamorada is determined using the following formula.

Residential Construction Employees’ Affordable Housing Need

$$\text{Construction Employees} = 0.00003 * \text{Square Feet of Residential Unit}$$

$$\text{Needed Units for Construction Employee Households} = \text{Construction Employees} + 1.586$$

$$\text{Construction Assistance Needed} = \text{Construction Employee Households} * \$42,708$$

Residential Operations and Maintenance (O&M) Employees’ Affordable Housing Need

$$\text{O\&M Employees} = -0.01330 + (-0.03846 * \text{Full-time}) + (0.00006466 * \text{Area})$$

Where:

$$\text{Full Time} = \text{Full Time Residents}$$

Area = square Feet of Residential Unit

O&M Employee Households = O&M Employees + 1.586

O&M Assistance Needed = O&M Employee Households Needing Assistance * \$18,884

Total Units Needed = Needed Units for Construction Employee Households + Needed Units for O&M Employee Households

Total Assistance Needed = Construction Assistance Needed + Operations and Maintenance Assistance Needed

What this formula shows is that the degree of need for workforce housing can be determined either by a workforce housing unit (or fraction thereof) that needs to be built for residential development, or workforce housing assistance amount that needs to be paid to provide a sufficient amount of funds for those employees (or fraction thereof) in need of workforce housing, so they can afford housing at a reasonable price.

Because workforce housing need is based on the size of the home and the residency status of the home, the formula will need to be applied to each residential unit, individually, based on its size (square footage) and residency status. Tables III.13: *Workforce Housing Need Created by Residential Development of Units Occupied by Full-Time Residents* and Tables III.14: *Workforce Housing Need Created by All Other Residential Units*, however, provides examples of workforce housing need for varying sized residential units, both in terms of actual workforce housing units (or a fraction thereof), and workforce housing assistance.

Table III.13:
WORKFORCE HOUSING NEED CREATED BY RESIDENTIAL DEVELOPMENT OF UNITS OCCUPIED BY FULL-TIME RESIDENTS²⁶

Unit Size (FT ²)	Construction			Operations & Maintenance of Full-Time Resident Units			Total Workforce Housing Units Needed (Construction & O&M Employees)	Total Workforce Assistance for Employees (Construction & O&M Employees)
	Employees	Housing Units Needed	Housing Assistance for Construction Employees	Employees	Housing Units Needed	Housing Assistance for Operations and Maintenance Employees		
500	0.015	0.009	\$405	0.000	0.000	\$0	0.009	\$405
750	0.023	0.014	\$607	0.000	0.000	\$0	0.014	\$607
1,000	0.030	0.019	\$809	0.013	0.008	\$154	0.027	\$963
1,500	0.045	0.028	\$1,214	0.045	0.029	\$539	0.057	\$1,752
2,000	0.060	0.038	\$1,618	0.078	0.049	\$924	0.087	\$2,542
2,500	0.075	0.047	\$2,023	0.110	0.069	\$1,309	0.117	\$3,332
3,000	0.090	0.057	\$2,427	0.142	0.090	\$1,694	0.147	\$4,121
3,500	0.105	0.066	\$2,832	0.175	0.110	\$2,079	0.176	\$4,911
4,000	0.120	0.076	\$3,236	0.207	0.130	\$2,464	0.206	\$5,700
4,500	0.135	0.085	\$3,641	0.239	0.151	\$2,849	0.236	\$6,490
5,000	0.150	0.095	\$4,045	0.272	0.171	\$3,234	0.266	\$7,279

²⁶ Note that the data shown in Table III.13: Workforce Housing Need Created by Residential Development of Units Occupied by Full-Time Residents, are illustrative only. The precise formula should be used for individual dwellings.

Table III. 14:
WORKFORCE HOUSING NEED CREATED BY ALL OTHER RESIDENTIAL UNITS²⁷

Unit Size (FT ²)	Construction			Operations & Maintenance of All Other Residential Units			Total Workforce Housing Units Needed (Construction & O&M Employees)	Total Workforce Housing Assistance for Employees (Construction & O&M Employees)
	Employees	Housing Units Needed	Housing Assistance for Construction Employees	Employees	Housing Units Needed	Housing Assistance for Operations and Maintenance Employees		
500	0.015	0.009	\$405	0.019	0.012	\$227	0.021	\$631
750	0.023	0.014	\$607	0.035	0.022	\$419	0.036	\$1,026
1,000	0.030	0.019	\$809	0.051	0.032	\$612	0.051	\$1,421
1,500	0.045	0.028	\$1,214	0.084	0.053	\$997	0.081	\$2,210
2,000	0.060	0.038	\$1,618	0.116	0.073	\$1,382	0.111	\$3,000
2,500	0.075	0.047	\$2,023	0.148	0.094	\$1,767	0.141	\$3,790
3,000	0.090	0.057	\$2,427	0.181	0.114	\$2,152	0.171	\$4,579
3,500	0.105	0.066	\$2,832	0.213	0.134	\$2,537	0.201	\$5,369
4,000	0.120	0.076	\$3,236	0.245	0.155	\$2,922	0.231	\$6,158
4,500	0.135	0.085	\$3,641	0.278	0.175	\$3,307	0.260	\$6,948
5,000	0.150	0.095	\$4,045	0.310	0.196	\$3,692	0.290	\$7,738

²⁷ Note that the data shown in Table III. 14: Workforce Housing Need Created by All Other Units, are illustrative only. The precise formula should be used for individual dwellings.

b) Policy Options/Mitigation Options

A number of policy options are available to the Village of Islamorada to address this workforce housing need created by residential development, once the methodology for determining need is developed and applied. They involve local and state funding, incentive zoning practices, as well as inclusionary or mandatory workforce housing requirements in Islamorada's land development code. Beyond the broad policy options to address the workforce housing need, it should be emphasized in this Support Study that if the workforce housing need is going to be effectively addressed as development occurs, the policy options should address need in one of four ways. These mitigation options include:

- Payment of funds (or a workforce housing assistance fee) to make up the difference between the cost of housing in Islamorada for the employee(s) in need of workforce housing and what the employee(s) can reasonably afford;
- Construction of workforce housing units for the employee in need;
- Conversion of existing market units to workforce units for the employee in need; or
- Providing land for workforce housing that is of equal value to the funds (workforce housing assistance fee) needed.

C. NON-RESIDENTIAL DEVELOPMENT

The other basic sector in Islamorada that employs workers is nonresidential development. This includes offices, retail establishments, industrial businesses, tourist/recreational services, institutional uses, and government facilities. Non-residential development places a demand on labor (the workforce) in two ways:

- The first is the construction of the building (i.e., construction employees for both residential and non-residential development).
- The second is the employees who work at a structure constructed by the builders (i.e., employees of the non-residential activity in the building).

Construction employees construct the nonresidential buildings. All different types of employees work at the building after it is complete. Both activities generate employment in Islamorada, and because of the wage levels and existing housing prices, a number of these activities create a need for workforce housing. The demand for labor (employees) that non-residential development creates, and the demand these employees place on the need for workforce housing is outlined below.

1. Construction Impacts

As is discussed in Section III.B.1: *Construction Impacts*, the construction, expansion, or renovation of buildings requires the employment of contractors and construction workers to do the work. The method used to assess the demand for workforce housing created by construction activities involves the following. First, the amount of construction authorized and built in Monroe County over the past 4 years (measured in square feet) was determined from annual Monroe County Property Appraiser data. Second, the number of construction workers involved in the construction of these buildings was determined using monthly unemployment insurance reports for Monroe County that have data on the number of local construction workers. This data is expressed in person years for 2002-2005. Third, and based upon the amount of square footage built and the number of construction workers needed to construct these buildings, the actual amount of a building (in square feet) a construction employee builds in a year was determined.²⁸ Table III.15: *Residential and Non-Residential Construction (square feet) and Construction Employment, Monroe County*,

²⁸ For purposes of this calculation, the analysis includes all employees that work in the construction industry, not just those engaged in the physical construction of the structure. For example, an employee installing water or wastewater lines is considered to be engaged in constructing new development as much as those directly involved with the erection a building.

2002-2005, summarize this analysis. These data illustrate that, on average, one construction employee directly involved in construction builds an average of 859 square feet of space in a year. Put another way, it takes an estimated 1.2 employee-years to construct 1,000 square feet of floor area.²⁹ Larger construction projects require more construction time (either more people working over the same period of time, or the same number of people working for a longer time) to complete.

TABLE III.15 RESIDENTIAL AND NON-RESIDENTIAL CONSTRUCTION (square feet) AND CONSTRUCTION EMPLOYMENT, MONROE COUNTY, 2002-2005	
Residential Construction	4,242,870 FT ²
Non-Residential Construction	995,296 FT ²
Total Construction	5,238,166 FT ²
Employee Years	6,098
FT ² per Construction Employee	859 FT ²

SOURCE: Florida Agency for Workforce Innovation, Labor Market Statistics, ES-202 data for Monroe County, 2002 through 2005 and Monroe County Property Appraiser, tax rolls 2002 through 2005.

Based on this analysis of prior construction activities in Islamorada, the actual amount of building space built by a construction employee annually is what is used to determine the amount of construction employee need created by a construction worker, annually.

Table III.16: *Construction Employment and Need for Housing*, sets out the number of employees needed to construct different size non-residential development based on the fact that one construction employee builds 859 square feet of space annually (See the column in Table III.16 labeled “Employee Years to Construct Non-Residential Development”). Specifically, the table displays the number of employee years it takes to construct a building of a certain size.

Construction employment is measured in employee years (employee years to construct units). Non-residential development has no such time dimension. Employees will have a definable career and dwellings have an expected life. In estimating the demand construction employees place on non-residential development, it must be recognized that construction employees require housing only during the period of actual construction of the home (even though they live in the community over their career). This must be accounted for in the analysis. The average construction worker career is 40 years. To account for this circumstance, the calculation of

²⁹ This construction analysis aggregates residential and non-residential construction because the average wages and average number of employees needed to construct 1,000 square feet of a structure for both residential and non-residential development is not significantly different.

construction employee years to construct the non-residential development is therefore divided by 40 to convert to the needed housing over the work career of the employee (See column in Table III.16 labeled “Employees Needed (Over Career of Employee)).

Next, to determine the needed number of residential units these construction employees demand in Islamorada, the employee equivalent is then divided by the average number of employees per dwelling unit that exist today in Islamorada (1.586³⁰) to estimate the fraction of a dwelling unit needed to house the employees engaged in residential construction of homes (See column labeled “Housing Units Needed for Employees”). As shown in Table III.16: *Construction Employment and Need for Housing in Islamorada*, this calculation results in a little over .019 of a dwelling unit demanded for construction employees for every 1,000 square feet of construction.

Table III.16: CONSTRUCTION EMPLOYMENT AND NEED FOR HOUSING IN ISLAMORADA			
Building Size	Employee Years to Construct Non-Residential Development	Employees Needed (Over Career of Employee)	Housing Units Needed for Employees
500	0.601	0.015	0.009
750	0.901	0.023	0.014
1,000	1.201	0.030	0.019
1,500	1.802	0.045	0.028
2,000	2.403	0.060	0.038
2,500	3.004	0.075	0.047
3,000	3.604	0.090	0.057
3,500	4.205	0.105	0.066
4,000	4.806	0.120	0.076
4,500	5.406	0.135	0.085
5,000	6.007	0.150	0.095

2. Post Construction Impacts

The employment impacts on non-residential development, once the building is constructed, comes from the employees that work at the businesses/land uses that use the buildings. In determining the need for affordable housing created by nonresidential development, post-construction, the analysis went through four steps.

First, all nonresidential development was categorized into 8 land use categories, as defined by the Florida Department of Revenue codes. Each

³⁰ See Appendix B: *Employees Per Household, Monroe County.*

of the 8 land use categories, and the general uses included in the definition of each category are set out below.

Retail uses includes stores, department stores, supermarkets, shopping centers, restaurants, financial institutions, repair service shops, service stations, auto sales and repair, parking lots, and wholesale outlets.

Office uses includes professional and non-professional office buildings, professional services buildings, and insurance company offices.

Industrial uses include light manufacturing; lumber yards; warehousing and distribution terminals; equipment and materials storage facilities; and other similar uses.

Tourist/Recreational uses include theatres, auditoriums, nightclubs, bowling alleys, tourist attractions, camps, race tracks, golf courses, hotels, motels and ancillary spaces within hotels or motels such as restaurants and shops. In this study, based upon the unique characteristics of Islamorada, tourist land uses are divided into two sub-categories. This first is relevant to the expansion or redevelopment of existing hotel, motel or similar accommodations, and the second is relevant to net new tourist development. This new tourist development includes all tourist/recreational uses outlined above.

Institutional uses include churches; private schools; colleges; daycares; privately owned hospitals; homes for the aged; orphanages; clubs; cultural organizations; and similar uses.

Governmental uses include military facilities; parks and recreational areas; governmental office buildings; and other publicly owned facilities.

Residence uses include household living type uses, including but not limited to single-family units, multi-family units, townhouses, and mobile homes.

Other uses include utility, gas, and electric uses, mining, sewage disposal facilities.

Second, the employment and average household earnings in the county was assigned to one of the eight land use categories. This had to be done because the employment and wage data is categorized into the following industrial sectors: Natural Resources and Construction; Manufacturing; Wholesale Trade; Retail Trade; Trade, Transportation and Utilities; Information (e.g., printing, publishing, TV, etc.); Financial Activities; Professional and Business Services; Education and Health Services; Leisure

and Hospitality; Other Services (which includes operation and maintenance employees); and Government.

The industrial sectors were assigned to the 8 land use categories, based on the description of employment activities related to land uses and related principles found in the *Standard Industrial Classification Manual* (published by the US Government Printing Office); the classic *Land Use Information Systems* (Clawson and Stewart, by Resources for the Future, 1965); *Planner’s Estimating Guide: Projecting Land-Use and Facility Needs* (A. C. Nelson, Chicago: Planners Press, 2004); and *Standard Land Use Coding Manual*, (Urban Renewal Administration and Bureau of Public Roads, Government Printing Office, 1965). The percentage assignment of employment for each industry to the corresponding land use categories is set out in Table III.17: *Assignment of Industries to Land Use Categories, Monroe County*.³¹

**Table III.17:
PERCENTAGE ASSIGNMENT OF INDUSTRIES TO LAND USE CATEGORIES, MONROE COUNTY**

Land Use	Govern- -mental	Industrial	Instituti -onal	Office	Other	Retail	Residence	Tourist/ Recreational	No Location
Natural Resource & Construction*		15.0%		10.0%			24.0%		51.0%
Manufacturing		75.0%		15.0%	10.0%				
Wholesale Trade ³²		70.0%		10.0%		20.0%			
Retail Trade ³³						90.0%		10.0%	
Trade, Transport & Utilities	15.0%	50.0%		15.0%	10.0%	10.0%			
Information		35.0%		35.0%	10.0%	10.0%			10.0%
Financial Activities		10.0%	20.0%	58.5%		5.0%	6.5%		
Prof. & Bus Services		11.0%	10.0%	30.0%		5.0%	44.0%		
Education & Health Services	30.0%		30.0%	23.7%		5.0%	11.3%		
Leisure & Hospitality					10.0%	20.0%		70.0%	
Other Services		10.0%	10.0%	10.0%	10.0%		46.7%	10.0%	3.3%
Government	90.0%			10.0%					

* For historical data, The Florida Agency for Workforce Innovation reports natural resource industries with construction. For 2005, Monroe County reported 105 individuals employed in mining, indicating that 96% of employees in Natural Resources and Construction are construction employees.

Then, using the percentage assignments of industry employment to land use classifications, the number of employees for each industry was translated into employees per land use categories. See Table III.18: *Estimated Industry Employment by Land Use Categories, Monroe County*.

³¹ It should be noted that some employees, like construction workers, do not work at specific locations. These employees are assigned to the “No Location” category.

³² Wholesale trade is broken out from the broader category of Trade, Transport & Utilities. See Appendix D: *Employment and Household Earnings by Industry*.

³³ Retail trade is broken out from the broader category of Trade, Transport & Utilities. See Appendix D: *Employment and Household Earnings by Industry*.

Average household earnings were then calculated for each land use by multiplying the number of employees per land use times the 2006 estimated household earnings based upon the industry in which the employee is working³⁴, and then dividing the product by the number of workers estimated for that land use (See Table III.18).

Table III.18:
ESTIMATED INDUSTRY EMPLOYMENT BY LAND USE CATEGORIES, MONROE COUNTY

Land Use	Governmental	Industrial	Institutional	Office	Other	Retail	Tourist/Recreational	No Location	Totals
Natural Resource & Construction	0	349	0	233	0	0	0	1,187	2,328
Manufacturing	0	214	0	43	29	0	0	0	285
Wholesale Trade	0	364	0	52	0	104	0	0	520
Retail Trade	0	0	0	0	0	4,998	555	0	5,553
Trade, Transport & Utilities	234	782	0	234	156	156	0	0	1,563
Information	0	160	0	160	46	46	0	46	457
Financial Activities	0	236	473	1,383	0	118	0	0	2,363
Prof. & Bus Services	0	286	260	781	0	130	0	0	2,603
Ed & Health Services	1,215	0	1,215	960	0	202	0	0	4,050
Leisure & Hospitality	0	0	0	0	1,154	2,308	8,077	0	11,539
Other Services	0	150	150	150	150	0	150	50	1,502
Government	2,819	0	0	313	0	0	0	0	3,132
TOTAL	4,268	2,541	2,098	4,309	1,535	8,062	8,783	1,283	35,895
Average Household Earnings	\$46,369	\$41,546	\$40,528	\$42,861	\$27,934	\$28,801	\$25,114	\$34,908	\$34,261

Source: Standard Industrial Classification Manual by the U.S. Government Printing Office. Land Use Information Systems by Clawson and Stewart, published by Resources for the Future in 1964. Planner's Estimating Guide: Projecting Land-Use and Facility by A.C. Nelson.

Third, the amount of building space (in square feet) provided, on average, per employee, was determined for each land use category. Using data obtained from the Monroe County Property Appraiser on the amount of development built (in square feet) within each land use category, the aggregate square feet of space in the county for each land use category was determined, from 2001-2005. This data was then compared over time to the number of employees in each land use category (See Table III.18: *Estimated Industry Employment by Land Use Categories, Monroe County*) to determine the amount of floor area (in square feet) on average, provided for each employee by each land use category. This analysis is outlined in Table III.19: *Floor Area and Employment by Land Use Category; Floor Area per Employee by Land Use, Monroe County, 2001-2005*.

³⁴ See Appendix D: *Employment and Household Earnings by Industry*.

TABLE III.19 FLOOR AREA AND EMPLOYMENT BY LAND USE CATEGORY, FLOOR AREA PER EMPLOYEE, MONROE COUNTY						
	2001	2002	2003	2004	2005	Typical FT ² Over Period
Government						
Square Ft		4,303,124	3,698,871	4,475,274	4,907,524	
Employment	4,447	4,417	4,523	4,356	4,268	
Square Ft Per Employee		974	818	1,027	1,150	1,049
Industrial						
Square Ft		1,946,221	1,343,901	1,837,525	1,957,005	
Employment	2,625	2,576.64	2,558	2,501	2,541	
Square Ft Per Employee		755.33	525.27	734.72	770.07	753
Institutional						
Square Ft		1,530,746	1,343,901	1,677,183	1,675,718	
Employment	2,117	2,144.30	2,218	2,112	2,098	
Square Ft Per Employee		713.87	606.04	793.97	798.72	769
Office						
Square Ft		2,138,672	2,185,012	2,531,368	2,566,490	
Employment	4,814	4,2615	4,396	4,295	4,309	
Square Ft Per Employee		502	457	589	596	563
Retail						
Square Ft		5,356,420.85	5,163,367	5,817,640	5,730,691	
Employment	8,592	8,422.25	8,302	8,198	8,062	
Square Ft Per Employee		635.98	621.92	709.64	710.80	685
Tourist						
Accommodation Expansion or Re-Development						
Floor Area		4,765,792	3,834,821	4,761,362	4,761,362	4,553,171
Employees	4,976	4,592	4,728	4,855	4,570	
Ft ² per Employee		1,037.96	811.09	980.81	1,041.87	1,019
New Tourist Development						
Square Ft		6,275,497.50	4,952,982.50	5,960,111.50	5,703,320.00	
Employment	9,285	9,095.80	9,125	9,196	8,783	
Square Ft Per Employee		689.93	542.80	648.15	649.37	663
Other						
Employment	1,615	1,566.40	1,570	1,580	1,535	1,615

SOURCE: Monroe County Property Appraiser and Table III.19: Percentage Assignment of Industries to Land Use Categories.

This analysis shows that the square feet per employee ratios have increased slightly over the time period for each land use category with some fluctuations. The typical square footage per employee for each land use

category is identified in the last column, and provides a good estimate in 2006 for the amount of square feet provided per employee, by land use category.

Finally, and based on the previous analyses, the demand for workforce housing units created by a specific amount (1,000 square feet) of net floor area of development was determined, by land use category. This was done in the following way, which is set out in Table III.20: *Non-Residential Post-Construction Housing Need per 1,000 Square Feet*. First, the number of employees employed per 1,000 square feet of space was determined, by land use category, based on the analysis conducted in Table III.19. Then, based on the fact that each household in the Village includes 1.586 employees, the actual number of affordable housing units needed per 1,000 square feet of development was determined (“Housing Units Needed for Employees” column in Table III.20).³⁵

TABLE III.20: NON-RESIDENTIAL POST CONSTRUCTION AFFORDABLE HOUSING NEED PER 1,000 SQUARE FEET			
Land Use	Household Earnings	Employees / 1,000 Square Ft	Housing Units Needed for Employees/ 1,000 Square Ft
Governmental	\$73,518	0.953	0.601
Industrial	\$65,872	1.327	0.837
Institutional	\$64,258	1.301	0.821
Office	\$67,956	1.778	1.121
Retail	\$45,664	1.460	0.921
Tourist			
Accommodation Expansion	\$39,819	0.981	0.619
New Development	\$39,819	1.509	0.952

3. Assistance to Address Workforce Housing Need

As outlined in the residential mitigation fee section (III.B.3: *Assistance to Address Workforce Housing Need*), housing in Islamorada has become unaffordable to not only low-wage earning households, but also to households earning the median household income and higher. To adequately address the different types of households that will need workforce housing assistance in Islamorada, three Workforce Housing Categories are developed in this Study (see discussion in Section

³⁵ See Appendix B: *Employees per Household, Monroe County*, for the calculation of employees per household.

III.B.2, *Assistance to Address Workforce Housing Need*). The intent of the categories is to identify the type of unit that is appropriate for the level of income identified in each of the three categories. For example, it is logical to think that a household earning \$60,000 lives in a larger and more expensive house than a household earning \$30,000. These three categories address this issue. These categories are used to better assess workforce housing mitigation at a level that is reflective of the different income categories in the community.

Table III.21: Workforce Housing Categories, Islamorada outlines the specific costs and unit sizes for each of the three Workforce Housing Categories. (See Appendix C: *Shortage (Housing Assistance) Calculations*, for more detail on the incomes that can afford the workforce units in each of these categories.)

TABLE III.21 WORKFORCE HOUSING CATEGORIES, ISLAMORADA			
	Category 1	Category 2	Category 3
Area (FT ²)	500	700	900
Construction Type	Modular	Modular	Modular
Housing Unit Type	Multi-Family Attached	Multi-Family Attached	Multi-Family Attached
Number of Bedrooms	1	2	3
Construction Cost per FT	\$175	\$175	\$175
Construction Cost	\$87,500	\$122,500	\$157,500
Site Prep	\$40,000	\$40,000	\$40,000
Land	\$45,000	\$63,000	\$81,000
Total	\$172,500	\$225,500	\$278,500
Income Required to Afford a Unit			
Income Ratio for Determining Housing Affordability	29.32%	29.32%	29.32%
Annual Household Income Needed to Purchase Unit	\$50,573	\$66,578	\$82,584
Income per Worker in Household	\$31,897	\$41,992	\$52,087

As Table III.21 shows, the type of construction and the cost per square foot to construct the units are the same for all three Workforce Housing Categories. The variation in unit costs is solely dependent upon the size of the unit. The cost shown is a turn-key cost of production under prevailing market conditions. Table III.21 also shows the differences in both household and employee income levels that are needed to make the prototypical units affordable (in Table III.21, see “Annual Household Income Needed to Purchase the Unit”).

Next, and for the purposes of measuring the assistance needed to make units affordable to members of the workforce earning different income levels, the household income levels were evaluated for the different members of the workforce (see Appendix D: *Employment and*

Household Earnings by Industry, Monroe County, 2005-2006), and then compared to the household income levels needed to make the prototypical units affordable in each of the Workforce Housing Categories. Based on this comparison, the household income levels were matched with the Workforce Housing Categories that most closely aligned with the income levels. This alignment is shown in Table III.22 *Workforce Housing Categories for Non-Residential Land Uses*

**TABLE III.22:
WORKFORCE HOUSING CATEGORIES
FOR NON-RESIDENTIAL LAND USES**

	Household Earnings	Affordable Housing Category
Construction	\$53,590	Category 2
Governmental	\$73,518	Category 3
Industrial	\$65,872	Category 3
Institutional	\$64,258	Category 3
Office	\$67,956	Category 3
Retail	\$45,664	Category 1
Tourist	\$39,819	Category 1

a) Workforce Housing Assistance for Construction Employee Households

Once the cost for a prototypical workforce housing unit for workers in different income categories is determined, the next step is to identify the amount of assistance that an employee household requires to afford a prototypical unit within their income category. According to the employment and household earnings for the construction industry in Monroe County (see Appendix D: *Employment and Household Earnings by Industry*), individual annual employee earnings are \$33,800, and annual household earnings are \$53,590. Based on these earnings, a construction employee household could afford to spend \$182,792 for housing. As mentioned in the previous section and based upon their income, construction employee households qualify for Category 2 affordable housing that is estimated to cost \$225,500. Given the construction employee household earnings and the maximum housing cost that a construction employee household could afford (\$182,792), Category 2 level of housing requires \$42,708 of workforce housing assistance per worker household to afford a unit. In other words, the difference between the cost of a Category 2 house (\$225,500) and the maximum housing cost that a construction employee household can afford (\$182,792) is the workforce housing assistance needed for a construction employee household to afford a unit (\$42,708). See Table III.23: *Housing Affordability for Construction Employees* shown below.

TABLE III.23
HOUSING AFFORDABILITY FOR
CONSTRUCTION EMPLOYEES

Construction Earnings	\$33,800
Employees per Household ³⁶	1.586
Construction Employee Household Earnings	\$53,590
Maximum Housing Cost for Construction Employee Household ³⁷	\$182,792
Available Housing Cost (Category 2)	\$225,500
Assistance Subsidy per Units Needed for Construction Employee Household	\$42,708

The housing assistance for construction employees, by unit size, is shown in Table III.24: *Construction Employment and Need for Housing in Islamorada*.

Table III.24:
CONSTRUCTION EMPLOYMENT AND NEED FOR HOUSING, ISLAMORADA

Building Size	Employee Years to Construct Units	Employees Needed (Over Career of Employee)	Housing Units Needed for Employees	Housing Assistance Needed per Unit
500	0.601	0.015	0.009	\$405
750	0.901	0.023	0.014	\$607
1,000	1.201	0.030	0.019	\$809
1,500	1.802	0.045	0.028	\$1,214
2,000	2.403	0.060	0.038	\$1,618
2,500	3.004	0.075	0.047	\$2,023
3,000	3.604	0.090	0.057	\$2,427
3,500	4.205	0.105	0.066	\$2,832
4,000	4.806	0.120	0.076	\$3,236
4,500	5.406	0.135	0.085	\$3,641
5,000	6.007	0.150	0.095	\$4,045

b) Workforce Housing Assistance for Post-Construction Employee Households

As is outlined earlier, based on the household earnings identified in Table III.18: *Estimated Industry Employment by Land Use Categories, Monroe County*, the employees in the post-construction land use categories were aligned with the Workforce Housing Categories identified in Table III.25: *Workforce Housing Categories for Non-Residential Post-Construction Employment by Land Use Category*.

³⁶ See Appendix B: *Employees per Household, Monroe County*, for an explanation of the calculation used to result in this figure.

³⁷ The maximum housing cost for a construction employee household is calculated by dividing the construction employee household earnings (\$53,590) by the income ratio for determining housing affordability (29.32%).

TABLE III.25: WORKFORCE HOUSING CATEGORIES FOR NON-RESIDENTIAL POST-CONSTRUCTION EMPLOYMENT BY LAND USE CATEGORY		
	Household Earnings	Workforce Housing Category
Governmental	\$73,518	Category 3
Industrial	\$65,872	Category 3
Institutional	\$64,258	Category 3
Office	\$67,956	Category 3
Retail	\$45,664	Category 1
Tourist- Accommodation Expansion	\$39,819	Category 1
Tourist- New Development	\$39,819	Category 1

According to this data, the household earnings for each non-residential post-construction employment in Monroe County are \$73,518 for governmental land uses, \$65,872 for industrial land uses, \$64,258 for institutional land uses, \$67,956 for office land uses, \$45,664 for retail land uses, and \$39,819 for tourist land uses. Based on these earnings, Table III.26: *Post-Construction Housing Affordability Gap by Land Use, Monroe County*, outlines the amount each employee household could afford to spend for housing (see the row labeled “Affordability Limit”), by land use categories, and the shortage, or workforce housing assistance needed to address the shortage, based on the amount of non-residential square feet developed in each land use category.

The difference between the cost to develop the prototypical unit (based on the Workforce Housing Unit Category) and the amount a household could afford to pay for housing is the shortage, or assistance needed to acquire housing (see “Housing Assistance Needed” in Table III.26). For example, retail employees qualify for Category 1 housing, which costs \$172,500. Retail employee households earn on average \$45,664 and can afford to purchase a house priced at \$155,757. The difference between these categories is the shortage or assistance needed to afford a unit -- \$16,743. If this workforce housing assistance were to be put into terms of the housing assistance needed per square foot of new retail development built, it would result in \$15.42 per square foot of development (see “Assistance Needed Per FT² of Non-Residential Development” in Table III.26).

Table III.26:
POST-CONSTRUCTION HOUSING AFFORDABILITY GAP BY LAND USE, MONROE COUNTY

	Non-Residential FT ² per Employee	Income per Household	Affordability Limit ³⁸	Housing Cost for Prototypical Unit	Housing Assistance Needed	Assistance Needed per FT ² of Non-Residential Development
Government	1,049	\$73,518	\$250,764	\$278,500	\$27,736	\$16.67
Industrial	753	\$65,872	\$224,686	\$278,500	\$53,814	\$45.05
Institutional	769	\$64,258	\$219,179	\$278,500	\$59,321	\$48.68
Office	563	\$67,956	\$231,794	\$278,500	\$46,706	\$52.37
Retail	685	\$45,664	\$155,757	\$172,500	\$16,743	\$15.42
Tourist						
Accommodation Expansion	1,019	\$39,819	\$135,819	\$172,500	\$36,681	\$22.69
New Development	663	\$39,819	\$135,819	\$172,500	\$36,681	\$34.92

Table III.27: *Post Construction Housing Affordability Gap by Land Use, Islamorada*, shows the employees, employee households, and housing assistance needed based on 1,000 square feet of development for each land use.

Table III.27 POST CONSTRUCTION HOUSING AFFORDABILITY GAP BY LAND USE, ISLAMORADA			
	per 1,000 FT ²		Gap per 1,000 FT ²
	Employees	Households	
Government	0.953	0.601	\$16,669
Industrial	1.327	0.837	\$45,046
Institutional	1.301	0.821	\$48,685
Office	1.778	1.121	\$52,370
Retail	1.460	0.921	\$15,418
Tourist			
Accommodation Expansion	0.981	0.619	\$22,694
New Development	1.509	0.952	\$34,917

4. Summary of Need for Workforce Housing by Housing Units

Table III.28: *Need for Workforce Housing Created by Non-Residential Development, Monroe County*, summarizes the total workforce housing unit need for non-residential development for both construction and post-construction employees by land use.

³⁸ The maximum housing cost for an employee household is calculated by dividing the employee household earnings by the income ratio for determining housing affordability (29.32%).

TABLE III.28:
NEED FOR WORKFORCE HOUSING CREATED BY NON-RESIDENTIAL DEVELOPMENT,
MONROE COUNTY

	Housing Units Needed for Construction Employed Households	Housing Units Needed for Post-Construction Employed Households	Total Housing Units Needed
Per 1,000 Square Feet			
Governmental	0.019	0.601	0.620
Industrial	0.019	0.837	0.856
Institutional	0.019	0.821	0.840
Office	0.019	1.121	1.140
Retail	0.019	0.921	0.940
Tourist			
Accommodation Expansion	0.019	0.619	0.638
New Development	0.019	0.952	0.971

5. Non-Residential Mitigation

As is outlined above, the wages and salaries earned by a significant portion of Islamorada’s workforce that works in the businesses and related entities that make up non-residential development are insufficient to allow these employees to obtain market housing at a price they can reasonably afford. After determining the number and type of employees that serve non-residential development (construction and post-construction workers), and how many of these employees cannot reasonably afford housing in Islamorada, the next step is to identify the degree of workforce housing need created by non-residential development, and then outline mitigation options.

a) Measuring Need

Based on the previous analysis outlined in this section, the degree of workforce housing need for non-residential development in Islamorada is determined using the following formulae, by land use category.

Non-Residential Construction Employees’ Workforce Housing Need

Construction Employees = 0.00003 * Square feet of Non-Residential Development
 Needed Units (Construction Employee Households) = Construction Employees ÷ 1.568
 Construction Assistance Needed = Needed Units (Construction Employee Households) * \$42,708

Governmental Land Use Employees’ Workforce Housing Need

Workforce Housing Units Needed for Governmental Employees =
 (0.601 * Square Feet of Development) ÷ 1,000
 Assistance Needed = Square Feet of Development * \$17.47

Industrial Land Use Employees’ Workforce Housing Need

Workforce Housing Units Needed for Industrial Employees =
 (0.837 * Square Feet of Development) ÷ 1,000
 Assistance Needed = Square Feet of Development * \$45.85

Institutional Land Use Employees’ Workforce Housing Need

Workforce Housing Units Needed for Institutional Employees =

$(0.821 * \text{Square Feet of Development}) \div 1,000$
Assistance Needed = Square Feet of Development * \$49.49

Office Land Use Employees' Workforce Housing Need
Workforce Housing Units Needed for Office Employees =
 $(1.121 * \text{Square Feet of Development}) \div 1,000$
Assistance Needed = Square Feet of Development * \$53.17

Retail Land Use Employees' Workforce Housing Need
Workforce Housing Units Needed for Retail Employees =
 $(0.921 * \text{Square Feet of Development}) \div 1,000$
Assistance Needed = Square Feet of Development * \$16.22

Tourist Land Use Employees' Workforce Housing Need:

Accommodation Expansion or Redevelopment Need
Workforce Housing Units Needed for Industrial Employees =
 $(0.619 * \text{Square Feet of Development}) \div 1,000$
Assistance Needed = Square Feet of Development * \$23.50

New Tourist Development Need
Workforce Housing Units Needed for Industrial Employees =
 $(0.952 * \text{Square Feet of Development}) \div 1,000$
Assistance Needed = Square Feet of Development * \$35.72

TOTAL UNITS NEEDED = Units Needed for Construction Employee Households + Units Needed for Employees (by Appropriate Land Use Category)

TOTAL ASSISTANCE NEEDED = Construction Assistance Needed + Assistance Needed for Units by Appropriate Land Use Category

What these formulae shows is that the degree of need for workforce housing from non-residential development can be determined either by workforce housing unit(s) (or a fraction thereof), or a workforce housing assistance amount that needs to be paid to provide funds for those employees (or fraction thereof) in need of workforce housing.

Because workforce housing need for non-residential development is based on the size and type of the non-residential development, the formula for the appropriate land use will need to be applied to each non-residential development, individually, based on its size (square footage). Table III.29: *Need for Workforce Housing Created by Non-Residential Development*, however, provides examples of workforce housing need for varying sized non-residential buildings, both in terms of the need for workforce housing units (or a fraction thereof), and workforce housing assistance.

TABLE III.29:

NEED FOR WORKFORCE HOUSING CREATED BY NON-RESIDENTIAL DEVELOPMENT

Land Use	Construction		Post-Construction		Total Workforce Housing Units Needed	Total Workforce Housing Assistance Needed
	Workforce Housing Units Needed	Workforce Housing Assistance Needed	Workforce Housing Units Needed	Workforce Housing Assistance Needed		
Per 1,000 Square Ft						
Governmental	0.019	\$809	0.601	\$16,669	0.620	\$17,478
Industrial	0.019	\$809	0.837	\$45,046	0.856	\$45,855
Institutional	0.019	\$809	0.821	\$48,685	0.840	\$49,494
Office	0.019	\$809	1.121	\$52,370	1.140	\$53,179
Retail	0.019	\$809	0.921	\$15,418	0.940	\$16,227
Tourist						
Expansion	0.019	\$809	0.619	\$22,694	0.638	\$23,503
New Development	0.019	\$809	0.952	\$34,917	0.971	\$35,726

APPENDIX A: RESIDENTIAL SALES, VILLAGE OF ISLAMORADA, 2000-2005

TABLE A.1: RESIDENTIAL SALES, ISLAMORADA 2000-2005 ³⁹								
Selling Price	Single Family		Condominium		Mobile Home		Total	
	Number	%	Number	%	Number	%	Number	%
<\$50,000								
2000	6	1%	6	1%	0	0%	12	3%
2001	13	3%	1	2%	0	0%	23	6%
2002	21	5%	8	2%	0	0%	29	7%
2003	6	1%	10	2%	0	0%	16	4%
2004	3	1%	4	1%	0	0%	7	1%
2005	2	1%	0	0%	0	0%	2	1%
\$50,001-\$100,000								
2000	13	3%	26	6%	3	1%	42	9%
2001	12	3%	19	5%	0	0%	31	8%
2002	14	3%	5	1%	3	1%	22	5%
2003	9	2%	8	2%	0	0%	17	4%
2004	7	1%	2	0%	0	0%	9	2%
2005	5	1%	3	1%	0	0%	8	2%
\$100,001-\$150,000								
2000	34	7%	45	10%	2	0%	81	18%
2001	15	4%	37	9%	2	0%	54	13%
2002	15	4%	15	4%	0	0%	30	7%
2003	5	1%	8	2%	3	1%	16	4%
2004	8	2%	5	1%	0	0%	13	2%
2005	0	0%	1	0%	0	0%	1	0%
\$150,001-\$200,000								
2000	48	10%	63	14%	0	0%	111	24%
2001	36	9%	20	5%	1	0%	57	14%
2002	29	7%	22	5%	1	0%	52	13%
2003	8	2%	9	2%	1	0%	18	4%
2004	4	1%	11	2%	2	0%	17	3%
2005	0	0%	1	0%	0	0%	1	0%
\$200,001-\$250,000								
2000	28	6%	10	2%	1	0%	39	8%
2001	35	9%	3	1%	0	0%	38	9%
2002	31	8%	19	5%	1	0%	51	12%
2003	14	3%	24	6%	0	0%	38	9%
2004	6	1%	12	2%	0	0%	18	3%
2005	1	0%	1	0%	1	0%	3	1%
\$250,001-\$300,000								
2000	29	6%	5	1%	0	0%	34	7%

³⁹ Due to rounding, the sum of the percentages for each housing type in each row may not equal the total percentage at the end of the row.

**TABLE A.1:
RESIDENTIAL SALES, ISLAMORADA 2000-2005³⁹**

Selling Price	Single Family		Condominium		Mobile Home		Total	
	Number	%	Number	%	Number	%	Number	%
2001	43	10%	10	2%	0	0%	53	13%
2002	29	7%	4	1%	0	0%	33	8%
2003	35	8%	12	3%	1	0%	48	12%
2004	4	1%	11	2%	0	0%	15	3%
2005	2	1%	5	1%	1	0%	8	2%
\$300,001-\$350,000								
2000	16	3%	3	1%	1	0%	20	4%
2001	28	7%	7	2%	0	0%	35	9%
2002	21	5%	4	1%	0	0%	25	6%
2003	23	6%	11	3%	1	0%	35	8%
2004	21	4%	10	2%	0	0%	31	6%
2005	4	1%	7	2%	0	0%	11	3%
\$350,001-\$400,000								
2000	26	6%	1	0%	0	0%	27	6%
2001	25	6%	1	0%	0	0%	26	6%
2002	23	6%	6	1%	0	0%	29	7%
2003	24	6%	10	2%	0	0%	34	8%
2004	22	4%	8	2%	0	0%	30	6%
2005	8	2%	14	4%	1	0%	23	6%
\$400,001-\$450,000								
2000	16	3%	1	0%	0	0%	17	4%
2001	13	3%	1	0%	0	0%	14	3%
2002	15	4%	3	1%	0	0%	18	4%
2003	19	5%	7	2%	0	0%	26	6%
2004	15	3%	11	2%	0	0%	26	5%
2005	9	2%	19	5%	0	0%	28	8%
\$450,001-\$500,000								
2000	12	3%	3	1%	0	0%	15	3%
2001	11	3%	1	0%	0	0%	12	3%
2002	17	4%	0	0%	0	0%	17	4%
2003	11	3%	1	0%	0	0%	12	3%
2004	15	3%	16	3%	1	0%	32	6%
2005	13	4%	14	4%	0	0%	27	7%
\$500,001-\$550,000								
2000	7	2%	0	0%	0	0%	7	2%
2001	14	3%	0	0%	0	0%	14	3%
2002	15	4%	6	1%	0	0%	21	5%
2003	6	1%	6	1%	0	0%	12	3%
2004	7	1%	7	1%	0	0%	14	3%
2005	13	4%	6	2%	0	0%	19	5%
\$550,001-\$600,000								
2000	9	2%	0	0%	0	0%	9	2%
2001	4	1%	2	0%	0	0%	6	1%
2002	5	1%	5	1%	0	0%	10	2%

TABLE A.1: RESIDENTIAL SALES, ISLAMORADA 2000-2005 ³⁹								
Selling Price	Single Family		Condominium		Mobile Home		Total	
	Number	%	Number	%	Number	%	Number	%
2003	12	3%	5	1%	0	0%	17	4%
2004	9	2%	0	0%	0	0%	9	2%
2005	9	2%	3	1%	1	0%	13	4%
\$600,001-\$650,000								
2000	1	0%	3	1%	0	0%	4	1%
2001	7	2%	4	1%	0	0%	11	3%
2002	11	3%	1	0%	0	0%	12	3%
2003	15	4%	2	0%	0	0%	17	4%
2004	20	4%	1	0%	0	0%	21	4%
2005	13	4%	4	1%	0	0%	17	5%
\$650,001-\$700,000								
2000	9	2%	3	1%	0	0%	12	3%
2001	5	1%	3	1%	0	0%	8	2%
2002	11	3%	0	0%	0	0%	11	3%
2003	13	3%	4	1%	0	0%	17	4%
2004	14	3%	0	0%	0	0%	14	3%
2005	6	2%	15	4%	0	0%	21	6%
>\$700,000								
2000	31	7%	1	0%	0	0%	32	7%
2001	24	6%	4	1%	0	0%	28	7%
2002	46	11%	3	1%	0	0%	49	12%
2003	82	20%	11	3%	0	0%	93	22%
2004	231	44%	36	7%	0	0%	267	51%
2005	147	40%	40	11%	0	0%	187	51%
All Units								
2000	285	62%	170	37%	7	2%	462	100%
2001	285	70%	122	30%	3	1%	410	100%
2002	303	74%	101	25%	5	1%	409	100%
2003	282	68%	128	31%	6	1%	416	100%
2004	386	74%	134	26%	3	1%	523	100%
2005	232	63%	133	36%	4	1%	369	100%
Grand Total	1,773	68%	788	30%	28	1%	2,589	100%

Source: Monroe County Property Appraiser

APPENDIX B: EMPLOYEES PER HOUSEHOLD, MONROE COUNTY

Table B.1: EMPLOYED PERSONS PER HOUSEHOLD	
<i>Monroe County</i>	
Total Households	35,106
Households with Earnings (may have multiple workers)	27,689
Households without Earnings	7,417
Labor Force (some not employed, such as retirees)	45,192
Number Employed	43,901
Workers per Household	1.632
Employed Workers per Household	1.586
<i>Islamorada, Village of Islands</i>	
Persons per Household (all households)	2.100
Persons per Household Where One or More Person(s) is Employed	2.560
Persons per Household Where No Persons are Employed	1.890

SOURCE: US Bureau of the Census' American Factfinder <http://factfinder.census.gov>,
US Bureau of the Census Public Use Micro-Sample, and Florida Agency for
Workforce Innovation, Labor Market Statistics.

The focus of the Support Study is to determine the need created for workforce housing for the workforce by residential and non-residential development. In order to determine employed workers per household, recent census data was reviewed related to the number of households and employees in Monroe County. (See Table B.1: Employed Persons per Household.) To determine the average number of employed workers per household from this data, the number of persons employed was divided by households with earnings. The calculation is as follows:

$$\text{Number Employed} \div \text{Households with Earnings} = \text{Employed Workers per Household}$$

or

$$43,901 \div 27,689 = 1.586$$

Additional data is provided here that illustrates the average number of persons per household in Islamorada for all households, for households with one or more employed persons, and for households with no employed persons.

APPENDIX C: SHORTAGE (HOUSING ASSISTANCE) CALCULATIONS

Employee Income Needed to Afford Each of the Prototypical Residential Units in the Workforce Affordability Categories.

To determine the annual employee income needed to afford a residential unit in each of the four categories of workforce housing in Islamorada, an analysis was conducted determining what expenses the employee household incurs to purchase and finance a prototypical residential unit. In the analysis, it is assumed the employee makes a down payment of 3% on the purchase of the home, and takes out a 30 year mortgage at an interest rate of 5.93 percent a year. It is also assumed that the maximum monthly expenses on housing incurred by the employee do not exceed 30 percent of income. Table C.1: *Income Needed to Afford Housing*, outlines the expenses incurred (and assumed) for each category of workforce housing. It shows an annual employee income of \$39,468 is needed to be able to reasonably afford a residential unit priced at \$212,250 (Category 1); an annual employee income of \$43,607 is needed to afford a residential unit priced at \$233,980 (Category 2); an annual employee income of \$47,039 is needed to afford a residential unit priced at \$252,000 (Category 3); and an annual employee income of \$62,182 is needed to afford a residential unit priced at \$331,500 (Category 4).

TABLE C.1: INCOME NEEDED TO AFFORD WORKFORCE HOUSING			
CALCULATION OF AFFORDABILITY			
	Category 1	Category 2	Category 3
Purchase Price	\$172,500	\$225,500	\$278,500
Down Payment	3.00%	3.00%	3.00%
Loan Term	30	30	30
Interest Rate	5.93%	5.93%	5.93%
Points	2.00%	2.00%	2.00%
Mortgage Insurance	0.60%	0.60%	0.60%
Taxes & Insurance	1.83%	1.83%	1.83%
Other Closing Costs	3.00%	3.00%	3.00%
Cash to Close	\$13,697	\$17,905	\$22,113
Mortgage	\$167,325	\$218,735	\$270,145
Mortgage Payment	\$996	\$1,302	\$1,608
Mortgage Insurance	\$84	\$109	\$135
Taxes & Insurance	\$185	\$253	\$322
Total Monthly	\$1,264	\$1,664	\$2,065
Income Ratio for Determining Housing Affordability	30.00%	30.00%	30.00%
Minimum Monthly Income	\$4,214	\$5,548	\$6,882
Annual Household Income Needed to Purchase Unit	\$50,573	\$66,578	\$82,584
Workers per Household	1.586	1.586	1.586
Income per Worker in Household	\$31,897	\$41,992	\$52,087

APPENDIX D: EMPLOYMENT AND HOUSEHOLD EARNINGS BY INDUSTRY

Earnings of Monroe County economically active households are shown below in Table D.1: *Employment and Household Earnings by Industry, Monroe County, 2006*. These wages are used to estimate the wages of employees that construct and operate and maintain residential units, and that construct and work within non-residential developments. The average annual wages for 2005 were used to project 2006 wages using a 2.9% increase over 2005, which was the 2004-2005 increase. The household earnings shown in the last column of the table are the individual employee earnings multiplied by the number of employed persons per household with earnings (1.586⁴⁰). This calculation excludes households that do not have at least one person employed. Not having anyone employed could be due to retirement, disability or unemployment. Regardless of reason, all employed without a person employed are excluded from the definition of economically active households used herein. This method of estimating economically active household income basically assumes that the earnings of the secondary worker in a household will be similar to those of the primary worker.

TABLE D.1 EMPLOYMENT AND HOUSEHOLD EARNINGS BY INDUSTRY MONROE COUNTY, 2005-2006				
Industry Title	Average Employment	Annual Wage		Household Earnings
		2005	2006	
Total, All Industries	35,895	\$32,788	\$34,214	\$54,412
Goods-Producing	2,613	\$32,352	\$33,759	\$53,689
Agriculture, Forestry, Fishing and Hunting	102	\$33,145	\$34,587	\$54,837
Construction	2,226	\$32,391	\$33,800	\$53,590
Manufacturing	285	\$31,764	\$33,146	\$52,553
Service-Providing	33,282	\$32,823	\$34,251	\$54,305
Trade, Transportation, and Utilities	7,636	\$31,256	\$32,616	\$51,712
Wholesale Trade	520	\$45,167	\$47,132	\$74,728
Retail Trade	5,553	\$27,209	\$28,393	\$45,017
Information	457	\$47,952	\$50,038	\$79,335
Financial Activities	2,364	\$42,750	\$44,610	\$70,729
Finance and Insurance	1,220	\$50,038	\$52,215	\$82,787
Real Estate and Rental and Leasing	1,144	\$34,976	\$36,497	\$57,867
Professional and Business Services	2,603	\$43,410	\$45,298	\$71,821
Education and Health Services	4,049	\$37,743	\$39,385	\$62,445
Leisure and Hospitality	11,539	\$23,788	\$24,823	\$39,357
Accommodation and Food Services	10,136	\$23,297	\$24,310	\$38,544
Other Services	1,472	\$27,466	\$28,661	\$45,442
Public Administration-Government	3,132	\$47,605	\$49,676	\$79,002

SOURCE: Florida Labor Market Statistics, September 2006.

⁴⁰ See Appendix B: Employees per Household, Monroe County.

You can choose a new flood map or move the location pin by selecting a different location on the locator map below or by entering a new location in the search field above. It may take a minute or more during peak hours to generate a dynamic FIRMette. [Go To NFHL Viewer »](#)



USDA, USGS The National Map; Orthoimagery, Data refreshed June, 2024. Powered by Esri.

<p>PIN</p> <ul style="list-style-type: none"> Approximate location based on user input and does not represent an authoritative property location Selected Floodmap Boundary Digital Data Available No Digital Data Available Unmapped <p>MAP PANELS</p> <ul style="list-style-type: none"> Area of Minimal Flood Hazard Zone X Effective Limits Area of Undetermined Flood Hazard Zone D Otherwise Protected Area <p>OTHER AREAS</p> <ul style="list-style-type: none"> Coastal Barrier Resource System Area 	<p>SPECIAL FLOOD HAZARD AREAS</p> <ul style="list-style-type: none"> Without Base Flood Elevation (BFE) Zone A, X, Z99 With BFE or Depth Regulatory Floodway Zone AE, AO, AH, VE, AH <p>OTHER AREAS OF FLOOD HAZARD</p> <ul style="list-style-type: none"> 0.2% Annual Chance Flood Hazard, Areas of 1% Annual Chance Flood with average depth less than one foot or with drainage areas of less than one square mile Zone B Future Conditions 1% Annual Chance Flood Hazard Zone B Area with Reduced Flood Risk due to Levees. See Notes. Zone B Area with Flood Risk due to Levees Zone D 	<p>OTHER FEATURES</p> <ul style="list-style-type: none"> Cross Sections with 1% Annual Chance Water Surface Elevation Coastal Transect Base Flood Elevation Line (BFE) Limit of Study Jurisdiction Boundary Coastal Transect Baseline Profile Baseline Hydrographic Feature <p>GENERAL STRUCTURES</p> <ul style="list-style-type: none"> Channel, Culvert, or Storm Sewer Levee, Dike, or Floodwall
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ORDINANCE NO. 25- __

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING POLICY 3-2.12: SPECIFIC STANDARDS AND REQUIREMENTS FOR WORKFORCE-AFFORDABLE HOUSING; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, on December 6, 2001, Islamorada, Village of Islands, Florida (the "Village") adopted the Village Comprehensive Plan (the "Comprehensive Plan"); and

WHEREAS, Section 163.3191, Florida Statutes, directs local governments to periodically assess the status of the adopted comprehensive plan in adequately addressing changing conditions; and

WHEREAS, the Village desires to facilitate the development of Workforce-Affordable Housing; and

WHEREAS, the Village Council desires to amend the Comprehensive Plan in order to revise the standards and requirements for Workforce-Affordable Housing within the Village ("Amendment"); and

WHEREAS, the Village has conducted duly noticed public hearings for the Comprehensive Plan Amendment pursuant to Section 163.3184(11), Florida Statutes; and

WHEREAS, pursuant to Section 163.3174, Florida Statutes and Sections 30-101 of

the Village Code, the Local Planning Agency publicly considered this Ordinance during a duly noticed public hearing; and

WHEREAS, the provisions of this Ordinance are consistent with the Village Comprehensive Plan and the Principles for Guiding Development in the Florida Keys Area of Critical State Concern; and

WHEREAS this Ordinance is enacted to conduct the purpose and intent of, and exercise the authority set out in, the Community Planning Act; and

WHEREAS the Village Council finds that this Ordinance is in the best interest and welfare of the residents of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA AS FOLLOWS:¹

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

Section 2. Comprehensive Plan Amendments Adopted. The Village Council hereby adopts the amendments to the Comprehensive Plan attached hereto as Exhibit "A."

Section 3. Transmittal. Pursuant to Sections 163.3184, Florida Statutes, the Village Clerk is authorized to forward a copy of this Ordinance to the State Department of Commerce.

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with **highlighted** ~~double-strikethrough~~ and double underline.

Section 4. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand withstand the invalidity of any part.

Section 5. Conflicts. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 6. Effective Date. This Ordinance shall not become effective until a Notice of Intent has been issued by the State Department of Commerce finding the Comprehensive Plan Amendment to be "in compliance" as defined in Section 163.3184(1)(b), Florida Statutes. If timely challenged, the Comprehensive Plan Amendment shall not become effective until Department of Commerce or the Administration Commission enters a final order determining the adopted Comprehensive Plan Amendments to be "in compliance."

[Remainder of the page intentionally left blank.]

The foregoing Ordinance was offered by Councilwoman Richards, who moved its adoption on first reading. This motion was seconded by Vice Mayor Horton, and upon being put to a vote, the vote was as follows:

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

PASSED on first reading this 12th day of June, 2025.

The foregoing Ordinance was offered by _____, who moved its adoption on second reading. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

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

PASSED AND ADOPTED on the second reading this ____ day of _____, 2025.

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

COMPREHENSIVE PLAN OF ISLAMORADA, FLORIDA

BEFORE AMENDMENT

Policy 3-2.1.2: Specific Standards And Requirements For Workforce-Affordable Housing

Workforce-affordable housing units built under this program shall:

1. be duplex, triplex, or multifamily structures;
2. be rental units;
3. require, at a minimum, adherence to the latest edition of the Florida Building Code as published by the Florida Building Commission;
4. not be placed in the V-Zone or within the Coastal Barrier Resource Systems;
5. require on-site property management;
6. comply with applicable habitat and other locational criteria and densities for multifamily affordable housing units;
7. shall not be placed in any habitat defined as mangroves, saltmarsh & buttonwood, tropical hardwood hammock or freshwater wetlands (except for disturbed categories);
8. incorporate sustainable and resilient design principles into the overall site design;
9. ensure accessibility to employee centers and amenities;
10. requires a minimum of two dwelling unit allocations per site;
11. require deed-restrictions ensuring that:
 - a. the property remains workforce-affordable housing in perpetuity;
 - b. tenants evacuate during the period in which transient units are required to evacuate;
 - c. rental agreements contain a separate disclosure requiring renters to acknowledge that failure to adhere to the evacuation requirement could result in severe penalties, including eviction, to the resident;
 - d. onsite property managers are formally trained in evacuation procedures.

AFTER AMENDMENT

Policy 3-2.1.2: Specific Standards And Requirements For Workforce-Affordable Housing

Workforce-affordable housing units built under this program shall:

1. be duplex, triplex, or multifamily structures;
2. be rental units;
3. require, at a minimum, adherence to the latest edition of the Florida Building Code as published by the Florida Building Commission;
4. ~~not be placed in the V-Zone or within the Coastal Barrier Resource Systems;~~
5. within the Coastal Barrier Resource Systems
6. require on-site property management;
7. comply with applicable habitat and other locational criteria and densities for multifamily affordable housing units;
8. shall not be placed in any habitat defined as mangroves, saltmarsh & buttonwood, tropical hardwood hammock or freshwater wetlands (except for disturbed categories);
9. incorporate sustainable and resilient design principles into the overall site design;
10. ensure accessibility to employee centers and amenities;
11. requires a minimum of two dwelling unit allocations per site;
12. require deed-restrictions ensuring that:
 - a. the property remains workforce-affordable housing in perpetuity;
 - b. tenants evacuate during the period in which transient units are required to evacuate;
 - c. rental agreements contain a separate disclosure requiring renters to acknowledge that failure to adhere to the evacuation requirement could result in severe penalties, including eviction, to the resident;
 - d. onsite property managers are formally trained in evacuation procedures



Council Communication

To: Mayor and Village Council
From: Jennifer DeBoisbriand , Planning Director
Date: January 8, 2026
SUBJECT: **Ordinance to Amend Sec 30-476 Building Permit Allocation Evaluation Criteria and Award of the Village Code - Second Reading TAB C**

Background:

The Village has specific criteria for the construction of the "affordable early-evacuation" allocation pool. This criteria was established when the 300 early evacuation allocations were given to the Village. One of the criteria is that the units "shall not be placed in the V-zone or within the Coastal Barrier Resource System".

Analysis:

Given the standards of construction required in Islamorada, it was asked that we consider removing this restriction from the criteria. The Local Planning Agency reviewed this amendment at its meeting on April 14, 2025. It was recommended for adoption unanimously.

The Council approved this amendment on first reading at its meeting on June 12, 2025. Based on feedback from the Department of Commerce we kept in the Coastal Barrier Resource System language.

Budget Impact:

None

Staff Impact:

None

Recommendation:

Planning Staff recommends approval of this ordinance.

Attachments: 1. V Zone Code Ordinance with 1st vote

ORDINANCE NO. 25- ____

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

WHEREAS, Islamorada, Village of Islands (the "Village") has established Land Development Regulations ("LDRs") to properly guide development and protect the health, safety, and welfare of the public; and

WHEREAS, Section 163.3202, Florida Statutes, directs local governments to update land development regulations to be consistent with the adopted comprehensive plan; and

WHEREAS, Section 163.3202, Florida Statutes, encourages the use of innovative land development regulations which include provisions such as transfer of development rights, incentives, and inclusionary zoning, planned-unit development, impact fees, and performance zoning; and

WHEREAS, the Village desires to facilitate the construction of Workforce-Affordable Housing; and

WHEREAS, the Village Council desires to amend the Village's Land Development Regulations in order to amend the Building permit Allocation Evaluation Criteria and

Award; and

WHEREAS, the Village has conducted duly noticed public hearings for the Land Development Regulation Amendment pursuant to Section 163.3184(11), Florida Statutes; and

WHEREAS, pursuant to Section 163.3171, Florida Statutes and Sections 30-101 of the Village Code, the Local Planning Agency publicly considered this Ordinance during a duly noticed public hearing; and

WHEREAS, the provisions of this Ordinance are consistent with the Village Comprehensive Plan and the Principles for Guiding Development in the Florida Keys Area of Critical State Concern; and

WHEREAS, this Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act; and

WHEREAS, the Village Council finds that the adoption of this Ordinance is in the best interest of the Village and does comply with all applicable laws, as well as promotes the general health, safety, and welfare of the Village residents.

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

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

Section 2. Amendment to the Code. That Division 11, "Building Permit Allocation System," of Article IV, "Administrative Procedures," of Chapter 30, "Land Development Regulations," of the Village Code is hereby amended as follows:¹

CHAPTER 30 – LAND DEVELOPMENT REGULATIONS

* * *

ARTICLE IV – ADMINISTRATIVE PROCEDURES

* * *

DIVISION 11 – BUILDING PERMIT ALLOCATION SYSTEM

* * *

Sec 30-476 Building Permit Allocation Evaluation Criteria And Award

- (f) Affordable-Early Evacuation Pool.
- (1) Early Evacuation residential units built under this program shall:
- a. be multifamily structures;
 - b. be rental units;
 - c. require, at a minimum, adherence to the latest edition of the Florida Building Code as published by the Florida Building Commission;
 - d. ~~not be placed in the V-Zone or within the Coastal Barrier Resource Systems;~~ require on-site property management;
 - e. **within the Coastal Barrier Resource Systems**
 - f. comply with applicable habitat and other locational criteria and densities for multifamily affordable housing units;
 - g. shall not be placed in any habitat defined as mangroves, saltmarsh & buttonwood, tropical hardwood hammock or fresh water wetlands (except for disturbed categories);
 - h. incorporate sustainable and resilient design principles into the overall site design;

¹ Coding: ~~Strikethrough~~ words are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with **highlighted** ~~double-strikethrough~~ and double underline.

- i. ensure accessibility to employment centers and amenities;
 - j. require deed-restrictions ensuring that:
 1. the property remains workforce-affordable housing in perpetuity;
 2. tenants evacuate during the period in which transient units are required to evacuate;
 3. rental agreements contain a separate disclosure requiring renters to acknowledge that failure to adhere to the evacuation requirement could result in severe penalties, including eviction, to the resident;
 4. onsite property managers are formally trained in evacuation procedures.
- (2) Evacuation exemptions. Persons living in workforce-affordable housing who are exempt from evacuation requirements of Comprehensive Plan Policy 2-1.2.9 includes all first responders, correction officers, health care professionals, or other first-response workers required to remain during an emergency, provided that the person claiming exemption under this policy has faithfully certified their status with property management.

* * *

Section 3. Transmittal. Pursuant to Sections 380.05(6), Florida Statutes, the Village Clerk is authorized to forward a copy of this Ordinance to the State Department of Commerce.

Section 4. Conflicts. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all resolutions or parts of resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 5. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity

of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6. Inclusion in the Code. It is the intention of the Village Council and it is hereby ordained the provisions of this Ordinance shall become and be made part of the Village of Islamorada Code, that sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 7. Effective Date. This Ordinance shall not become effective until a final Order has been issued by the State Land Planning Agency finding the Land Development Regulation in compliance with the Comprehensive Plan and the Principles for Guiding Development. If timely challenged, the Land Development Regulation does not become effective until the challenge to the order is resolved pursuant to Chapter 120, Florida Statutes.

The foregoing Ordinance was offered by Vice Mayor Horton, who moved its adoption on first reading. This motion was seconded by Councilwoman Richards, and upon being put to a vote, the vote was as follows:

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

PASSED on first reading this 12th day of June, 2025.

[Remainder of the page intentionally left blank.]

The foregoing Ordinance was offered by _____, who moved its adoption on second reading. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

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

PASSED AND ADOPTED on the second reading this ____ day of _____, 2025.

SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY



Council Communication

To: Mayor and Village Council
From: Daniel Parobok, Senior Environmental Planner/Biologist, Jennifer DeBoisbriand , Planning Director
Date: January 8, 2026
SUBJECT: **Administrative Appeal of Village's Environmental Determination TAB D**

Background:

The subject property is located on Upper Matecumbe Key, with the Real Estate Numbers: 00404520-000000; 00404260-000000; 00404270-000000; 00404280-000000; 00404290-000000; 00095045-000300; 000950-0001; 00095045-000100; and 00095045-000201 (the "Property") and is within the Native Residential (NR) zoning district.

The Agent ("Smith/Hawks Attorneys at Law.") has requested an administrative appeal on behalf of the Appellant ("BONEFISH HOLDINGS LLC") in August of 2025. The request was to permit fill in the portion of the wetland and allow the development of a single-family dwelling unit and associated facilities or provide sufficient financial relief to the Appellant based on the complete deprivation of any economic or productive use of the Property.

Analysis:

Staff's complete analysis of the wetlands on the Property and applicant-provided environmental reports can be found in a memorandum dated June 4, 2025. The following is a summary of events.

- Fall of 2017: site was cleared and disturbed without permits.
- 2019-2023: restoration of the wetlands, beach berm, and hammock.
- 12/2022: NLE wetland report (report lists two wetlands, both red flag).
- 7/30/24: Preapplication conference meeting, withdrawn by applicant after in person meeting.
- 8/13/24: Additional biologist, Phil Frank, and Village Staff conducted field wetland work; Staff KEYWEP score (1 wetland, 7.5 score)
- 8/22/24: NLE provides field sheet with KEYWEP score (1 wetland, 4.85 score)
- 11/9/24: NLE provides new KEYWEP report (1 wetland, 4.85 score)
- 2/13/25: NLE provides KEYWEP cover letter and score justification
- 4/24/25: New preapplication meeting
- 5/19/25 Smith/Hawks preapplication meeting response letter
- 6/4/25 Village response to Smith/Hawks response letter.
- 8/2/25 Applicant requests administrative appeal.

Staff have reviewed the wetland reports from New Leaf Environmental (NLE) dated 12/22,

8/22/24, and 11/9/24 and letters dated 2/13/25 and 5/7/25. The most recent report, dated 11/9/24, assigns the wetland on the above properties (the Wetland) a KEYWEP score of 4.85. The previous report, dated 12/22, does not assign a KEYWEP score and classifies the Wetland as two distinct wetlands- "Wetland A: Freshwater Marsh" and "Wetland B: Forested Wetland". This report states that Wetland B has a direct connection to open water systems during storm events and likely during king tides. By the KEYWEP procedure, both wetlands in this report are considered "red flag" wetlands and are unable to be scored due to being automatically classified as "unsuitable for development" or "Reg Flag Wetlands".

The most recent report from NLE, dated 11/9/24, assigns the Wetland a KEYWEP score of 4.85. Village Staff disagree with this score. Using KEYWEP, Staff have determined the correct score for this wetland to be 7.5. The score of 7.5 was derived by following the KEYWEP procedures and guidance and is based on extensive knowledge of this specific site. Staff have over 30 hours of field time on this site, not including the six-hour KEYWEP field evaluation that was performed on 8/13/24. A detailed explanation of the Village's KEYWEP scoring is provided in the memorandum dated 6/4/25.

Prior to the illegal wetland disturbance in 2017, the Wetland existed undisturbed. Following the extensive restoration project and years of continued establishment, the vegetative community and hydrologic regime have been successfully restored back to natural conditions. In the current condition, the Wetland is classified by the Village as "Undisturbed Saltmarsh and Buttonwood Wetland". This habitat is defined in Section 30-32 as "Saltmarsh and buttonwood mean two plant associations that are sometimes collectively or individually referred to as the transitional wetland zone. Following the successful restoration of the vegetative community and hydrologic regime, the wetland does not fit the definition of "Disturbed land" as defined in Section 30-32 "Disturbed land means land or an area of land that manifests signs of environmental disturbance which has had an observable effect on the structure and function of the natural community which existed on the site prior to the disturbance".

The habitat map maintained by the Village shows that this site contains several habitat types including Buttonwood Association, Disturbed with Beach Berm, Mangrove, Disturbed with Hammock, and Hammock. The data shown on this map pre-dates the illegal disturbance and subsequent successful restoration of the hammock, wetlands, and beach berm. Pursuant to Section 30-1612(b), "Review and amendment. The habitat and protected animal species maps may be refined to reflect conditions legally in existence on February 28, 1986. The habitat and protected animal species maps as referenced throughout this division shall be intended only to serve as a general guide to habitat types for the purpose of preliminary determination of regulatory requirements. Final habitat determinations shall be based upon field verification. Unlawful conditions shall not be recognized when determining regulatory requirements.", the habitat classification of the Wetland has been field verified as an undisturbed saltmarsh buttonwood wetland. Two other habitat types exist on the properties, which have been field verified, and are Tropical Hardwood Hammock and Beach Berm. These two habitats have been successfully restored to undisturbed conditions.

Pursuant to Section 30-1613(b), "Preparation. The habitat analysis shall be prepared in accordance with the procedures and methods specified herein by a biologist qualified under this section, however, all habitat analyses are subject to the approval of the director of planning and development services. An applicant for development approval may utilize a biologist not employed by village for a required field survey provided that the biologist is a professional familiar with the natural environment within Islamorada and the Florida Keys. Biological assessments by alternative biologists are subject to review and approval by the planning and development services department." the assessment and KEYWEP score provided by NLE is not approved by Planning and Development Services Department at this time.

Budget Impact:

None

Staff Impact:

None

Recommendation:

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

- Attachments:**
1. Bonefish Preapplication Memo- Village Response Items 1 and 2
 2. Pre-Application Conference - Bonefish Holdings (00293214
 3. 2017_11_07_12_05_24_2
 4. Post Restoration Photos
 5. Bonefish CC Backup
 6. Bonefish Appeal Reso



**ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA
PLANNING AND DEVELOPMENT SERVICES DEPARTMENT**

86800 Overseas Highway • Islamorada, Florida 33036
Phone 305-664-6400 • Fax 305-664-6467 • www.islamorada.fl.us

Preapplication Response Memo- Village Response Items 1 and 2

Date: June 4, 2025

To: Jess Miles Goodall, Smith Hawks Attorneys at Law

From: Daniel Parobok, Senior Environmental Planner

RE: PRE-APPLICATION RESPONSE MEMORANDUM - BONEFISH HOLDINGS LLC, VACANT LAND, UPPER MATECUMBE KEY, FLORIDA, MONROE COUNTY PARCEL IDENTIFICATION NUMBERS: 00404520-000000; 00404260-000000; 00404270-000000; 00404280-000000; 00404290-000000; 00095045-000300; 000950-0001; 00095045-000100; AND 00095045-000201

KEYWEP Review and Response:

Village Staff have reviewed the wetland reports from New Leaf Environmental (NLE) dated 12/22, 8/22/24, and 11/9/24 and letters dated 2/13/25 and 5/7/25. The most recent report, dated 11/9/24, assigns the wetland on the above properties (the Wetland) a KEYWEP score of 4.85. The previous report, dated 12/22, does not assign a KEYWEP score and classifies the Wetland as two distinct wetlands- "Wetland A: Freshwater Marsh" and "Wetland B: Forested Wetland". This report states that Wetland B has a direct connection to open water systems during storm events and likely during king tides. By the KEYWEP procedure, both wetlands in this report are considered "red flag" wetlands and are unable to be scored due to being automatically classified as "unsuitable for development" or "Reg Flag Wetlands". This is likely why no score was listed in the 12/22 report.

The most recent report from NLE, dated 11/9/24, assigns the Wetland a KEYWEP score of 4.85. Village Staff disagree with this score. Using KEYWEP, Staff have determined the correct score for this wetland to be 7.5. The score of 7.5 was derived by following the KEYWEP procedures and guidance and is based on extensive knowledge of this specific site. Staff have over 30 hours of field time on this site, not including the six-hour KEYWEP field evaluation that was performed on 8/13/24. A detailed explanation of the Village's KEYWEP scoring is provided as **Attachment A**.

Pursuant to Section 30-1613(b), "*Preparation*". The habitat analysis shall be prepared in accordance with the procedures and methods specified herein by a biologist qualified under this section, however, all habitat analyses are subject to the approval of the director of planning and development services. An applicant for development approval may utilize a biologist not employed by village for a required field survey provided that the biologist is a professional familiar with the natural environment within Islamorada and the Florida Keys. Biological assessments by alternative biologists are subject to review and approval by the planning and development services department." the assessment and KEYWEP score provided by NLE is not approved by Planning and Development Services Department at this time.

Wetland and Habitat Classification:

The KEYWEP manual contains specific habitat classifications to be used in the procedure. In the NLE letter dated 2/13/25, NLE classifies the Wetland as "Buttonwood Salt Marsh". Village Staff agree that this is the correct KEYWEP habitat classification. The KEYWEP manual does not have habitat classifications with the "disturbed" or "undisturbed" qualifiers. Only one habitat type is

listed as “disturbed” by KEYWEP and it is defined as “Sparsely vegetated. Course or fine substrate. Algal mats may be present on fine substrates, sometimes as the only vegetative cover. Some beaches may also have this signature.”. The Wetland does not meet this definition.

Prior to the illegal wetland disturbance in 2017, the Wetland existed undisturbed. Following the extensive restoration project and years of continued establishment, the vegetative community and hydrologic regime have been successfully restored back to natural conditions. In the current condition, the Wetland is classified by the Village as “Undisturbed Saltmarsh and Buttonwood Wetland”. This habitat is defined in Section 30-32 as “*Saltmarsh* and *buttonwood* mean two plant associations that are sometimes collectively or individually referred to as the transitional wetland zone. The saltmarsh community is a wetland area subject to tidal influence, and the vegetation is dominated by non-woody ground covers and grasses. Woody vegetation that may be present includes the three species of mangroves, as well as buttonwood (*Conocarpus erectus*); however, the saltmarsh community is distinguished by the dominance of non-woody plants, and the woody species have a coverage of less than 40 percent. The saltmarsh community may be associated and intermixed with areas of almost bare ground on which the vegetation may be limited to mats of periphyton. The buttonwood wetland is a wetland that is usually present in the more landward zone of the transitional wetland area, and may intermix with more upland communities. The buttonwood wetland is distinguished from the saltmarsh wetland by the dominance of buttonwood trees, usually occurring as an open stand that permits the growth of an understory of ground covers and shrubs. The buttonwood wetland is, in turn, distinguished from more upland communities by the presence of graminoids and halophytic ground covers under its open canopy, and generally by the lack of an appreciable layer of humus and leaf litter. As referenced throughout this chapter, “saltmarsh and buttonwood habitat” refers collectively and individually to saltmarsh and buttonwood habitats for the purpose of determining regulatory requirements.”.

Following the successful restoration of the vegetative community and hydrologic regime, the wetland does not fit the definition of “Disturbed land” as defined in Section 30-32 “*Disturbed land* means land or an area of land that manifests signs of environmental disturbance which has had an observable effect on the structure and function of the natural community which existed on the site prior to the disturbance”.

The habitat map maintained by the Village shows that this site contains several habitat types including Buttonwood Association, Disturbed with Beach Berm, Mangrove, Disturbed with Hammock, and Hammock. The data shown on this map pre-dates the illegal disturbance and subsequent successful restoration of the hammock, wetlands, and beach berm. Pursuant to Section 30-1612(b), “*Review and amendment.* The habitat and protected animal species maps may be refined to reflect conditions legally in existence on February 28, 1986. The habitat and protected animal species maps as referenced throughout this division shall be intended only to serve as a general guide to habitat types for the purpose of preliminary determination of regulatory requirements. Final habitat determinations shall be based upon field verification. Unlawful conditions shall not be recognized when determining regulatory requirements.”, the habitat classification of the Wetland has been field verified as an undisturbed saltmarsh buttonwood wetland. Two other habitat types exist on the properties, which have been field verified, and are Tropical Hardwood Hammock and Beach Berm. These two habitats have been successfully restored to undisturbed conditions.

Regards,

A handwritten signature in blue ink, appearing to read "Daniel Parobok". The signature is fluid and cursive, with the first name "Daniel" and last name "Parobok" clearly distinguishable.

Daniel Parobok, Senior Environmental Planner

Attachment A- Detailed KEYWEP Scoring

KEYWEP Scoring Rational for Assessment Area 1 (Parcels 00404520-000000; 00404260-000000; 00404270-000000; 00404280-000000; 00404290-000000; 00095045-000300; 000950-0001; 00095045-000100; AND 00095045-000201)

Page 3- Water Quality Enhancement:

Nutrient Variable (WQV1) (0.1, .03, OR 0.5)

Most of the AA is covered by a layer of marl of varying depths. Some areas of exposed limestone are present. Crevasses in the limestone contain marl. **0.5**

% Veg in Wetland (WQV2) (0-1.0)

Total vegetative cover is approximately 90%. This covers all vegetative cover classes. **0.9**

Roughness (WQV3) (0.1, 0.5, OR 1.0)

On the scale for Manning's n coefficient of roughness, the score is 0.6. A majority of the AA is dense green buttonwood cover with the remaining area containing black mangrove pneumatophores, red mangrove prop roots, tufting grasses, and succulent herbs. The presence of dense woody vegetation is a significant factor for roughness. **1.0**

Sediment Removal (WQV3) (0.1 OR 0.5)

The AA is bordered by hammock on the landward side and a beach berm on the waterward side. These features serve to contain surface water within the AA before it is released into nearshore water bodies. Within the AA, a vegetative coverage of 90% contains dense green buttonwood, black mangrove pneumatophores, red mangrove prop roots, tufting grasses, and succulent herbs. Evidence of velocity attenuation is sparse due to the inflow coming from the adjacent properties and from the adjacent highway, flowing through hammock and dense wetland vegetation. Due to the topography and vegetative cover, velocity attenuation is high. **0.5**

Subtotal 1.9

Shoreline Anchorage

% Vegetative Edge (SAV1) (0-1.0)

The AA is a closed system without a connection to open water at mean low tide. The AA is bordered by hammock on the landward side and a beach berm on the waterward side. This criteria is not applicable to the AA. **0.0**

Subtotal 0.0

Page 4- Storm Water Infiltration/Detention:

Infiltration (SWV1) (0.1, 0.3, OR 0.5)

Most of the AA is covered by a layer of marl of varying depths. Some areas of exposed limestone are present. Crevasses in the limestone contain marl. Pursuant to the KEYWEP substrate scale, this has a permeability rating of Interim. 0.3

Surface Water Expansion (SWV2) (0.1 OR 0.5)

The AA is bordered by hammock on the landward side and a beach berm on the waterward side. During site visits, visible water lines are present on vegetation. Following rain events, surface waters are present. 0.5

Subtotal 0.8

Page 5- Habitat Index:

Surface Water Present (HV1) (0 or 1)

Surface waters were observed to be present for a majority of the past several years during site visits. Surface waters are present for a duration that supports macroinvertebrates. Site visits occurring during periods high water observed small fishes, likely Mosquitofish (*Gambusia holbrooki*). 1.0

Habitat Cover Types (HV1) (0.1, 0.5, OR 1)

Per KEYWEP, the total number of habitat types are those that are within and immediately adjoining the AA. Per KEYWEP guidance the scores correlate as: >3 habitat types, 0.1; 3 habitat types, 0.5; <3 habitat types, 1. There are 5 KEYWEP habitat types within and immediately adjacent to the AA. These include Mangrove Forest, Open Salt Marsh, Buttonwood Salt Marsh, High Beach Dune, and Hammock. 1.0

Wetland-Dependent Use Diversity (HV3) (0.1, 0.5, 1)

Per KEYWEP guidance the scores correlate as: invertebrates only, 0.1; one vertebrate, 0.5; >1 vertebrate, 1.0. During the many site visits, the following were observed directly or indirectly within the AA: invertebrates (snails, crabs), birds (white ibis, great egret, blue heron, green heron, mourning dove, bluewing teal, etc.), racoons, and opossums. 1.0

T&E Use-Foraging/Resting (HV4) (0.1, 0.3, OR 0.5)

Per KEYWEP guidance the scores correlate as: negligible use 0.1; possible use, 0.3; probable use, 0.5. The KEYWEP habitat types used to determine Threatened and Endangered species use are Mangrove Forest (MF), Buttonwood Salt Marsh (BSM), and Open Salt Marsh (OSM). Using the KEYWEP Threatened and Endangered Species Index and Supplemental Guidance, there are five species that could potentially use the AA for foraging and resting. Those species include American Alligator, American Crocodile, Eastern Indigo Snake, Piping Plover, and Peregrine Falcon. Based on numerous site visits and observations of wildlife, it is probable that at least Piping Plovers and Peregrine Falcons could use the site for resting and foraging. 0.5

T&E Use-Foraging/Resting (HV4) (0.1, 0.3, OR 0.5)

Per KEYWEP guidance the scores correlate as: negligible use 0.1; possible use, 0.3; probable use, 0.5. The KEYWEP habitat types used to determine Threatened and Endangered species use are Mangrove Forest (MF), Buttonwood Salt Marsh (BSM), and Open Salt Marsh (OSM). Using the KEYWEP Threatened and Endangered Species Index and Supplemental Guidance, there is one species that could potentially use the AA for breeding, the American Crocodile. Based on numerous site visits and local knowledge of the area, the AA likely has negligible use by American Crocodiles. **0.1**

Subtotal 3.6

Page 6- Landscape Context:

Community Connectivity (LV1) (0, 0.5, OR 1.0)

Per KEYWEP guidance the scores correlate as: all requirements met for none, 0.0; all requirements met for some, 0.5; all requirements met for all, 1.0. Per the KEYWEP target species list, the following species are targets: Mangrove Cuckoo, Prairie Warbler, American Crocodile, and Eastern Indigo Snake. Using the reference material and minimum home range list in the KEYWEP manual, the AA meets all the requirements for one species, the Prairie Warbler. **0.5**

Disturbance Regime (LV2) (0, 0.3, 0.7, OR 1.0)

Per KEYWEP guidance the scores correlate as: surrounded by development, 0; adjacent to development, 0.3; close to development but buffered from it, 0.7; no nearby development, 1.0. The AA is near a paved road on the north side, and houses on the east and west sides. On all three sides the AA is buffered from the development by hammock and native hardwood vegetation. **0.7**

Subtotal 1.2

TOTAL FUNCTIONAL INDEX :7.5

Barton W. Smith, Esq
Jess Miles Goodall, Esq
Telephone: (305) 296-7227
Email: Bart@smithhawks.com
Jess@smithhawks.com
Brandi@SmithHawk.com

UPLOADED VIA ePORTAL

May 19, 2025

Jennifer DeBoisBriand, Planning Director
Monroe County Planning & Environmental Resources Department
2798 Overseas Highway, Suite 400
Marathon, Florida 33050

Re: PRE-APPLICATION RESPONSE MEMORANDUM - BONEFISH HOLDINGS LLC, VACANT LAND, UPPER MATECUMBE KEY, FLORIDA, MONROE COUNTY PARCEL IDENTIFICATION NUMBERS: 00404520-000000; 00404260-000000; 00404270-000000; 00404280-000000; 00404290-000000; 00095045-000300; 000950-0001; 00095045-000100; AND 00095045-000201

Dear Jennifer,

Enclosed please find the written response to the Pre-Application conference held on April 24, 2025 (the "Pre-App"), on behalf of **Bonefish Holdings LLC** ("Applicant") for the Vacant land in Upper Matecumbe, Florida, having Monroe County Parcel ID Nos.: **00404520-000000; 00404260-000000; 00404270-000000; 00404280-000000; 00404290-000000; 00095045-000300; 00095045-000100; and 00095045-000201** ("Property"). In response to certain assertions provided by the Village of Islamorada ("Village") Biologist, Daniel Parobok ("Parobok"), at the Pre-App, the Applicant provides the following in support of the Applicant's position:

1. The Village Biologist incorrectly asserted that a KeyWep analysis was provided by Phil Frank, PhD ("Frank"), on behalf of the Applicant.

During the Pre-App, the Village Biologist, Daniel Parobok, asserted that analysis of the Property would be done pursuant to a KeyWep analysis with a score of 7.5 that was provided by the Applicant's Agent, Frank. This assertion is incorrect.

During initial review of the Property, the wetlands were errantly identified as *freshwater wetlands* in a Wetland Delineation Report drafted by New Leaf Environmental ("New Leaf"). The Applicant engaged Frank specifically to determine salinity levels associated with the wetlands on the Property, to ascertain whether the wetlands were freshwater or saltwater. As such, Frank, joined by Parobok, performed a site visit to the Property on August 13, 2024 to perform hydrology/salinity measurements in

test holes on the Property. Pursuant to Frank’s correspondence, dated August 14, 2024, attached hereto as **Exhibit A**, Frank identified that the wetlands on the Property were not freshwater wetlands, providing:

“We measured salinity in two locations, one near the Old Highway and another near the back (landward) edge of the beach berm. Test holes were dug into the soils appx. 18” deep and groundwater allowed to seep in for sampling. Salinity was measured using a digital meter as 15 ppt near the road and 27 ppt near the beach berm. These values indicate a brackish condition where subsurface tidal water is influenced by stormwater input. All values exceed the accepted threshold of 5 ppt for a freshwater wetland system. Considering site topography and the vegetation present, hydrology is most influenced by a saltwater tidal regime via a subsurface connection through the porous limestone substrate. A direct surface water tidal connection is not present due to the beach berm which extends over the width of the property, separating the interior wetlands from the Atlantic Ocean.”

At this time, the Applicant re-engaged New Leaf’s Michael McCoy (“McCoy”), a Village, and Monroe County qualified biologist, to conduct and provide a KeyWep analysis of the Wetlands on Property. McCoy conducted said assessment, resulting in a 4.85 (moderate quality) KeyWep score¹, which pursuant to the Village Code of Ordinances (the “Code”) Section 30-1641, “may be filled for development if adequate mitigation is provided.” This report was provided to the Village by the Applicant as part of the Pre-App application package for review, analysis, and discussion. However, despite the submission of McCoy’s KeyWep, Parobok stated that he, and the Village, agree with, and shall rely upon, a KeyWep score of 7.5, which according to Parobok, was provided by, or conducted with, Frank. At no time has the Applicant, nor any agent of the Applicant, submitted any KeyWep analysis drafted by Frank to the Village for review and/or consideration.

During the Pre-App, the Applicant requested that the Village provide any KeyWep analysis upon which the Village was relying. In response, on April 24, 2025, Parobok provided email correspondence with Frank, as well as a PDF copy of a handwritten KeyWep field work sheet, dated August 13, 2024, attached hereto as **Exhibit B**, which concludes that the wetland score is 7.5 (the “Work Sheet”). The Work Sheet does not include any information regarding who drafted it, nor does it provide any analysis or evidence to substantiate the findings. Additionally, aside from being provided to the Applicant in the correspondence dated April 24, 2025, the handwritten Work Sheet was never previously provided to the Applicant, making it impossible to determine its origin, or the date thereof. The Applicant has confirmed that the Work Sheet was not prepared by Frank, and was not provided to the Village by Applicant, or any agent of the Applicant.

Pursuant to Code Section 30-1613(b), “an applicant for development approval may utilize a biologist not employed by village for a required field survey provided that the biologist is a professional familiar with the natural environment within Islamorada and the Florida Keys. Biological assessments by alternative biologists are subject to review and approval by the planning and development services

¹ See KEYWEP Analysis dated November 9, 2024, by New Leaf Environmental, LLC

department.” Additionally, the Applicant submitted additional evidence in support of McCoy’s KeyWep, providing a KeyWep Cover Letter, which analyzes a number of similar KeyWep scores on similarly situated properties throughout the county.² As provided above, McCoy is a Village and Monroe County qualified biologist, and is therefore permitted to draft biological assessments, which are then subject to review and approval by the planning and development services department. At this juncture, the planning and development services has failed to provide an adequate review of the submitted biological assessments. The Applicant, as permitted by the Code, has submitted a KeyWep analysis, conducted by a qualified biologist, as well as all required State approvals. Once submitted, the onus of review of the submitted biological assessment falls on the Village Planning and development services. At the time of this correspondence, the Village has not provided any analysis of McCoy’s submitted KeyWep, instead choosing to rely on a Work Sheet that lacks any substantive analysis of the scores provided therein, in derogation of their burden to review biological assessments submitted for review.

The Applicant therefore requests that the Village substantively review and analyze the only KeyWep analysis submitted by the Applicant as part of the Pre-App. *See* KeyWep, drafted by New Leaf Environmental, and dated February 26, 2025, and the KeyWep Cover Letter dated February 13, 2025, by New Leaf Environmental, LLC, prior to meeting with the Applicant.

2. The Village Biologist incorrectly asserted that the Property’s habitat classification was confirmed as undisturbed buttonwood salt marsh by Frank, on behalf of the Applicant.

During the Pre-App, the Village Biologist, Daniel Parobok, asserted that Applicant’s Agent, Frank, confirmed via email that the habitat classification of the Property is undisturbed buttonwood saltmarsh. This assertion is incorrect.

Pursuant to email correspondence between Frank and Parobok, provided to the Applicant’s Agent on August 14, 2024, and April 24, 2025, Frank clearly identifies the habitat on the Property as “Buttonwood Salt Marsh” but does not identify the habitat as “undisturbed,” as Parobok asserts. *See* Correspondence from Frank to Parobok, dated August 14, 2024. Specifically, Frank provides:

“Based on our evaluation, the most appropriate habitat determination is **Buttonwood Salt Marsh** which comprises all wetlands on the property. This is based on both observed vegetative cover and salinity sampling.”

In response to Frank’s correspondence, Parobok unilaterally assigned the classification modifier of the wetland as *undisturbed*. *See* Correspondence from Parobok to Frank, dated August 14, 2024. It is undisputed by the Applicant that the Property’s classification is buttonwood salt marsh, however, pursuant to the KeyWep Comment Response Letter, attached hereto as **Exhibit C**, the Applicant’s biologist – New Leaf – has identified the classification of the Property as *disturbed* based on guidance from the KeyWep Short Course Manual from May 7-9, 2024.

² *See* KeyWep Cover Letter dated February 13, 2025, by New Leaf Environmental, LLC.

Additionally, the Village’s official habitat map on the GIS website identifies the majority of the area proposed for development as “Disturbed with hammock, disturbed with beachbern, or hammock. See attached New Leaf KeyWep Comment Response Letter.

Once again, it is the right of an applicant to provide third-party biological assessments for review by the Village, at which point the burden of review falls on the Village planning and environmental department. The Village has failed to provide any substantive analysis or evidence to support Parobok’s classification, which directly contradicts the Village’s GIS habitat maps, and has failed to provide any analysis of the biological assessments provided by New Leaf.

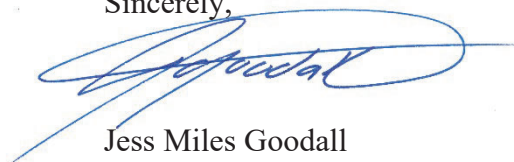
The Applicant therefore requests that the Village review and analyze the biological assessments finding the classification of the Property as *Disturbed* buttonwood salt marsh, as submitted by the Applicant pursuant to Code Section 30-1613(b), prior to meeting with the Applicant.

3. CONCLUSION:

Based on the above and the attached, the Applicant respectfully requests that the Village: 1) review the New Leaf KeyWep analysis submitted to the Village, which substantively analyzes and justifies the scores provided therein; 2) review New Leaf’s assessments and classification of the property as *disturbed* buttonwood salt marsh, which is in line with the Village GIS habitat maps classification, 3) provide Applicant with a date for a follow up meeting, and 4) provide a written analysis of the proposed project and guidance as to how the Applicant can receive the required building permits to complete the project as proposed.

Should you require any further detail or have any questions, please do not hesitate to reach out to me at my office.

Sincerely,



Jess Miles Goodall

JMG/bg

Enclosures

EXHIBIT A

From: [Daniel Parobok](#)
To: [Philip Frank](#); [Jess Goodall](#)
Subject: RE: Bonefish Holdings LLC, wetland assessment 8.13.24

Hi Phil,

Thank you for sending me this summary. In general, I agree with the findings listed in your email. I agree that the appropriate habitat determination for the wetland area for purposes of KEYWEP is “buttonwood salt marsh”. Based on the site observations and sampling, summarized in your email, the correct habitat classification is “undisturbed saltmarsh and buttonwood wetland” under the Village code.

Thank you,

Daniel Parobok
Senior Environmental Planner/Village Biologist

Certified Arborist FL-6801A
Tree Risk Assessment Qualified
LIAF Certified Landscape Inspector
FDEP Qualified Stormwater Management Inspector

(305) 481-9654 – Cell

(305) 664-6497 - Direct

daniel.parobok@islamorada.fl.us

How are we doing? [Click here](#) to complete our Customer Survey

Please Note: Florida Public Records Law provides that most written communications to or from municipal employees regarding Village business are public records, available to the public and media upon request. Therefore, this email may be subject to public disclosure.

From: Philip Frank <terramar.env@gmail.com>
Sent: Wednesday, August 14, 2024 11:14 AM
To: Daniel Parobok <daniel.parobok@islamorada.fl.us>; Jess Goodall <Jess@smithhawks.com>
Subject: Bonefish Holdings LLC, wetland assessment 8.13.24

Daniel.

Thanks for meeting me on site yesterday and helping dig holes. A good workout / sauna. The following are summary observations of the wetlands on the property, based on the SFWMD-approved wetland delineation per SFWMD ERP 44-108763-P issued May 28, 2024.

Vegetation throughout the wetlands is typical of salt marshes in the Florida Keys, with a Green Buttonwood dominated canopy and an understory composed of salt-tolerant wetland grasses and herbaceous cover. Wetland vegetation present and well-represented included *Spartina patens*, *Spartina spartinae*, *Distichilis spicata*, *Sesuvium portulacastrum*, *Batis maritima*, *Suaeda maritima* and *Borrchia frutescens*. Of note is that freshwater indicator

EXHIBIT A

species including *Cladium jamaicense*, *Eleocharis cellulosa*, and *Typha latifolia* were not observed on the property.

We measured salinity in two locations, one near the Old Highway and another near the back (landward) edge of the beach berm. Test holes were dug into the soils appx. 18” deep and groundwater allowed to seep in for sampling. Salinity was measured using a digital meter as 15 ppt near the road and 27 ppt near the beach berm. These values indicate a brackish condition where subsurface tidal water is influenced by stormwater input. All values exceed the accepted threshold of 5 ppt for a freshwater wetland system.

Considering site topography and the vegetation present, hydrology is most influenced by a saltwater tidal regime via a subsurface connection through the porous limestone substrate. A direct surface water tidal connection is not present due to the beach berm which extends over the width of the property, separating the interior wetlands from the Atlantic Ocean.

Based on our evaluation, the most appropriate habitat determination is **Buttonwood Salt Marsh** which comprises all wetlands on the property. This is based on both observed vegetative cover and salinity sampling.

Please confirm our findings if you would, thanks.

Thank you.

Philip A. Frank, Ph.D.

Terramar Environmental Services, Inc.
1241 Crane Boulevard
Sugarloaf Key, Florida 33042
(305) 393-4200 terramar.env@gmail.com

EXHIBIT B

Benefish site 8/13/24

**FLORIDA KEYS WETLAND EVALUATION PROCEDURE (KEYWEP)
FIELD SUMMARY PAGE**

RECORD #

CLASSIFICATION:

EVALUATION TEAM:

WATER SOURCES/SINKS:
INFLOW(S):

DATE:

TIME:

ISLAND:

OUTFLOW(S):

SUBDIVISION NAME:

SUBDIVISION LOT/BLK NOS. /

SKETCH OF ACREAGE TRACT LOCATION ON BACK: Y/N

SALINITY:

FLAG? RED CODE GREEN

SUBSTRATE TYPE:

RECENT RAIN/TIDAL EVENTS:

VARIABLE	VALUE	SUBTOTALS
PAGE 3 - WATER QUALITY ENHANCEMENT:		
NUTRIENT VARIABLE (WQV ₁) (0.1, 0.3 OR 0.5) →	0.5	= 1.9 +
% VEG. IN WETLAND (WQV ₂) (0 - 1.0) →	+ 0.4	
ROUGHNESS (WQV ₃) (0.1, 0.5 OR 1.0) → X	1.0	
SEDIMENT REMOVAL (WQV ₄) (0.1 OR 0.5) →	+ 0.5	
SHORELINE ANCHORAGE:		
% VEGETATED EDGE (SAV ₁) (0 - 1.0) →	0	= 0 +
PAGE 4 - STORM WATER INFILTRATION/DETENTION:		
INFILTRATION (SWV ₁) (0.1, 0.3 OR 0.5) →	0.3	= 0.8 +
SURFACE WATER EXPANSION (SWV ₂) (0.1 OR 0.5) →	+ 0.5	
PAGE 5 - HABITAT INDEX:		
SURFACE WATER PRESENT (HV ₁) (0 OR 1) →	1.0	= 3.6 +
HABITAT COVER TYPES (HV ₂) (0.1, 0.5 OR 1) →	+ 1.0	
WETLAND-DEPENDENT USE DIVERSITY (HV ₃) (0.1, 0.5 OR 1) →	+ 1.0	
T&E USE -FORAGING/RESTING } HV ₄ (0.1, 0.3 OR 0.5) →	+ 0.5	
T&E USE -BREEDING } (0.1, 0.3 OR 0.5) →	+ 0.1	
PAGE 6 - LANDSCAPE CONTEXT:		
COMMUNITY CONNECTIVITY (LV ₁) (0, 0.5 OR 1.0) →	0.5	= 1.2
DISTURBANCE REGIME (LV ₂) (0, 0.3, 0.7 OR 1) →	+ 0.7	
(0.8 - 9.8) TOTAL FUNCTIONAL INDEX		7.5 =

EXHIBIT C



May 7, 2025

**KeyWEP Comment Response Letter
82900 Old Highway, Lower Matecumbe Key, Village of Islamorada, Florida
NLE Project No. 36922001**

New Leaf Environmental (NLE) is providing this comment response letter to continue the evaluation discussion from the April 24, 2025 pre-application meeting with the Village. During this meeting the Village expressed a preference to only review wetland assessment information for the site provided by Phil Frank, PhD through previous coordination, including the classification of the site as undisturbed buttonwood marsh and a KEYWEP score of 7.5.

Following the meeting, the Village provided email correspondence dated August 14, 2024 with Dr. Frank regarding classification of the wetlands on site, as well as a KEYWEP sheet from the day prior. Based on this correspondence, Dr. Frank classifies the habitat simply as buttonwood salt marsh and the Village in turn classifies the habitat as undisturbed. The Village also provided a handwritten KEYWEP form dated August 13, 2024, which concludes that the site is scored at 7.5. The form does not contain reviewer names, was not signed, and does not have any other information on its origin. Based on communication with Dr. Frank, this form was not a submittal from him on behalf of the client and submitting a KEYWEP was outside of his scope of work. The form also does not contain any description of or justification for any of the scores, so NLE was not able to further evaluate the validity of the scores.

Based on this information, we respectfully request that the Village review the KEYWEP submittal NLE prepared, dated February 26, 2025, as based on our communication with the owner/applicant this is the only KEYWEP that he has submitted/was submitted on his behalf. The NLE KEYWEP assessment has an explanation of/justification for all scores included in a narrative, as well as a number of approved scores for similar sites used as a reference, which enable an in-depth/qualitative review and discussion.

Thank you for your continued coordination on this project.

Sincerely,

New Leaf Environmental, LLC

Michael McCoy

Village of Islamorada and Monroe County Qualified Biologist

10/17/17
NW



- 10/17/17
W.R





10/17/17
WR.

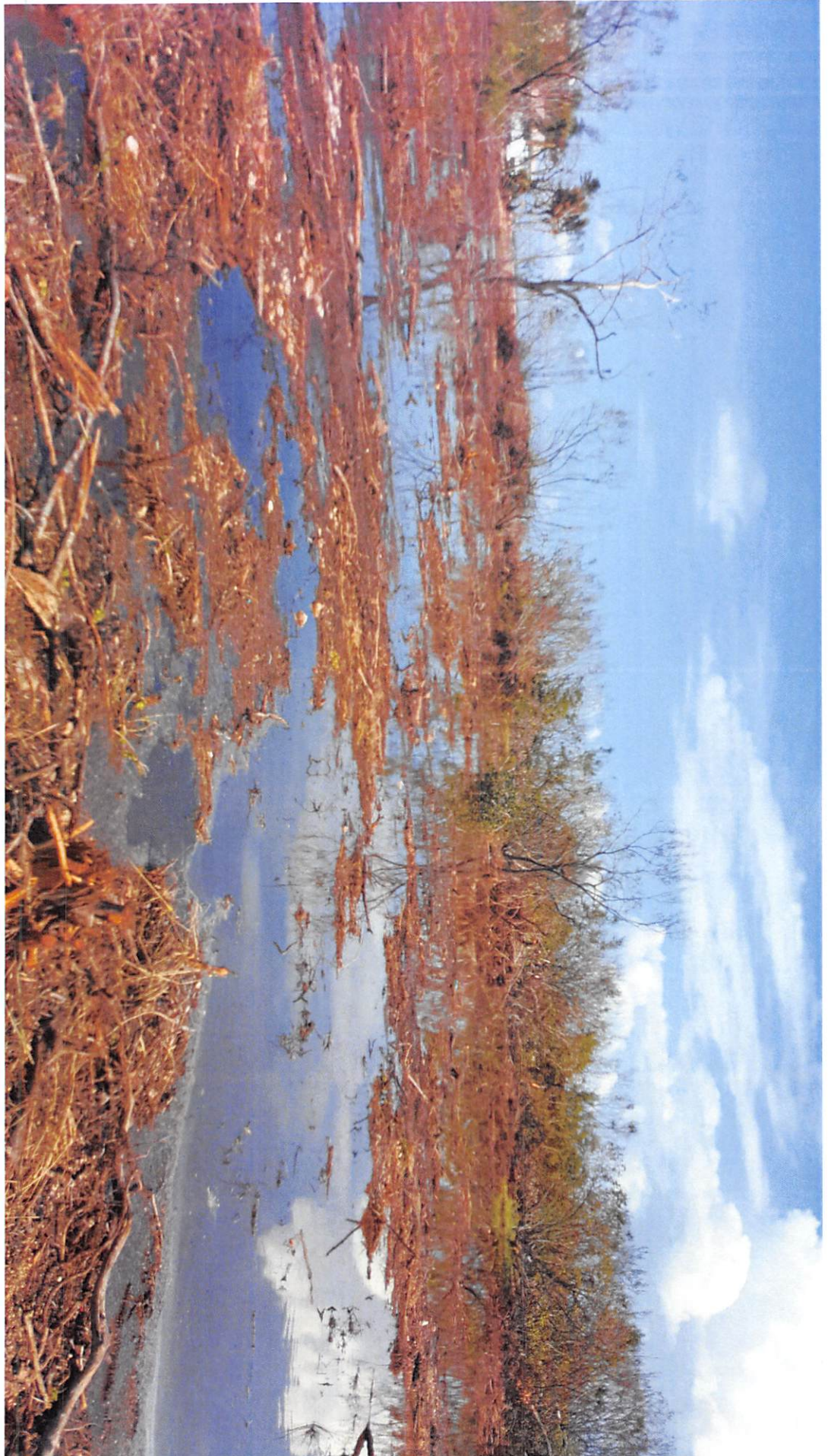
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WR





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WAL

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WLR





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wm



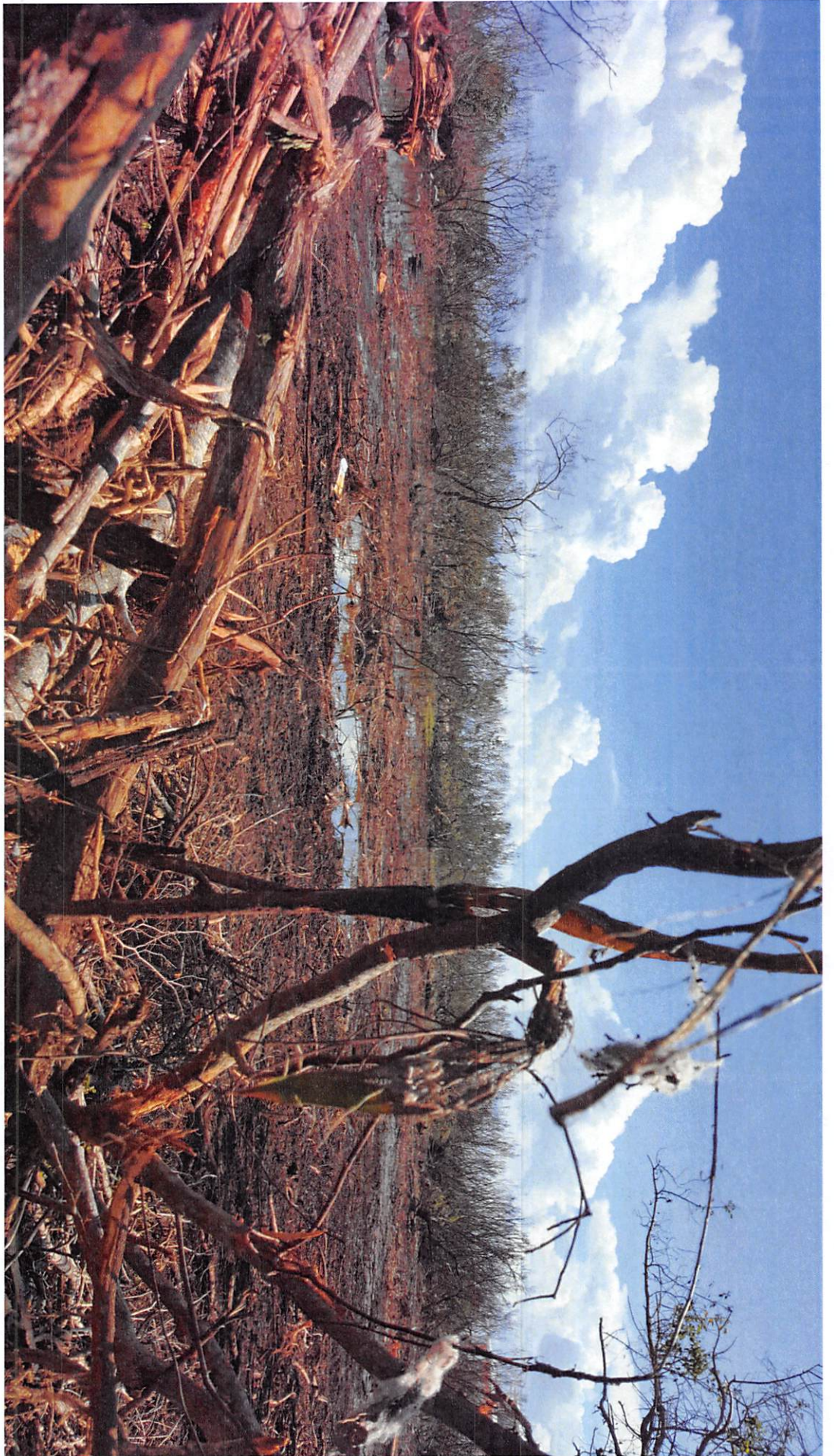
10/17/17
wrl

21M
4/4/01





10/17/2017
W. T.



10/17/17
w.r.

MR
10/17/17





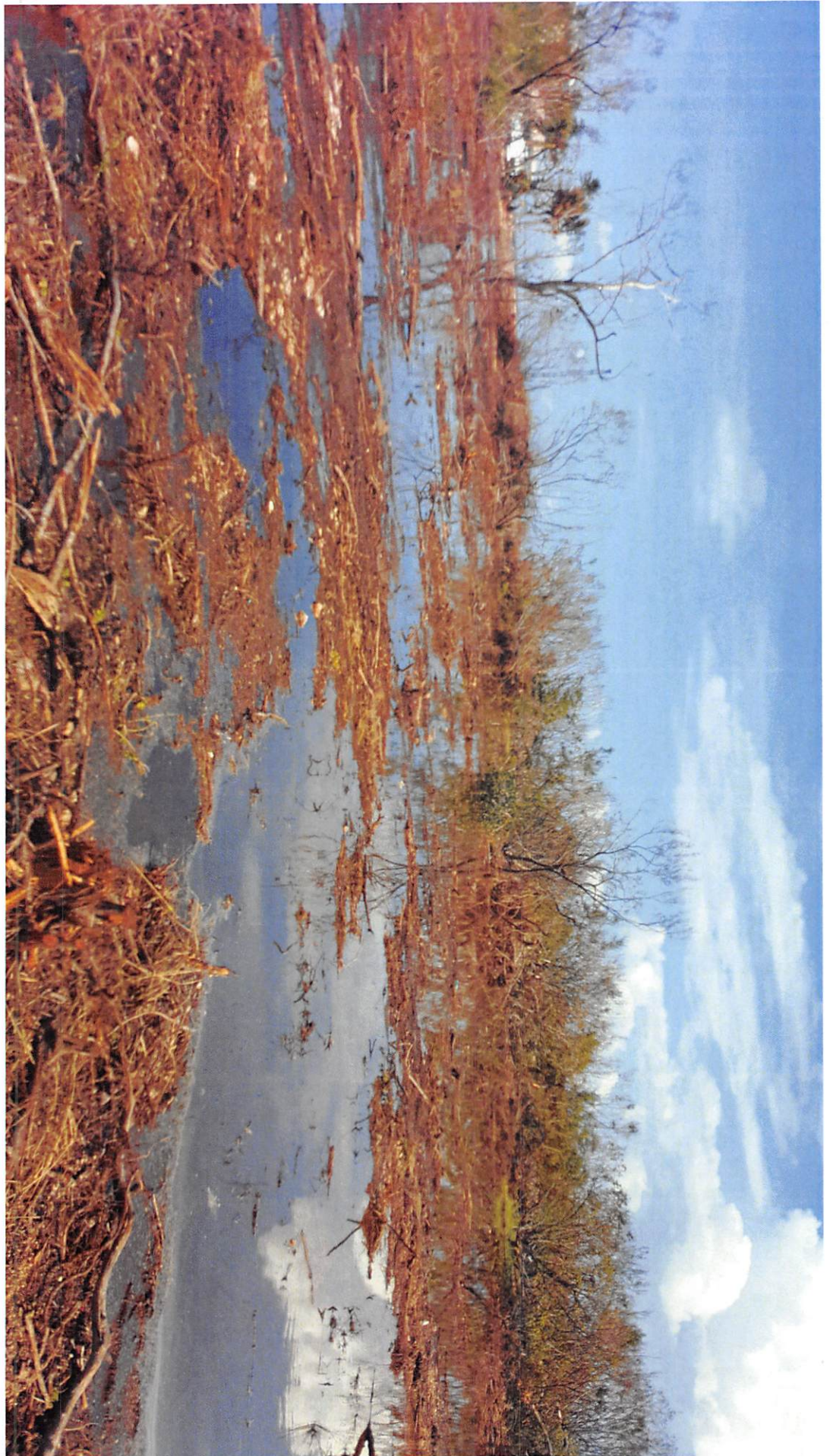
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WAL



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WML



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WR



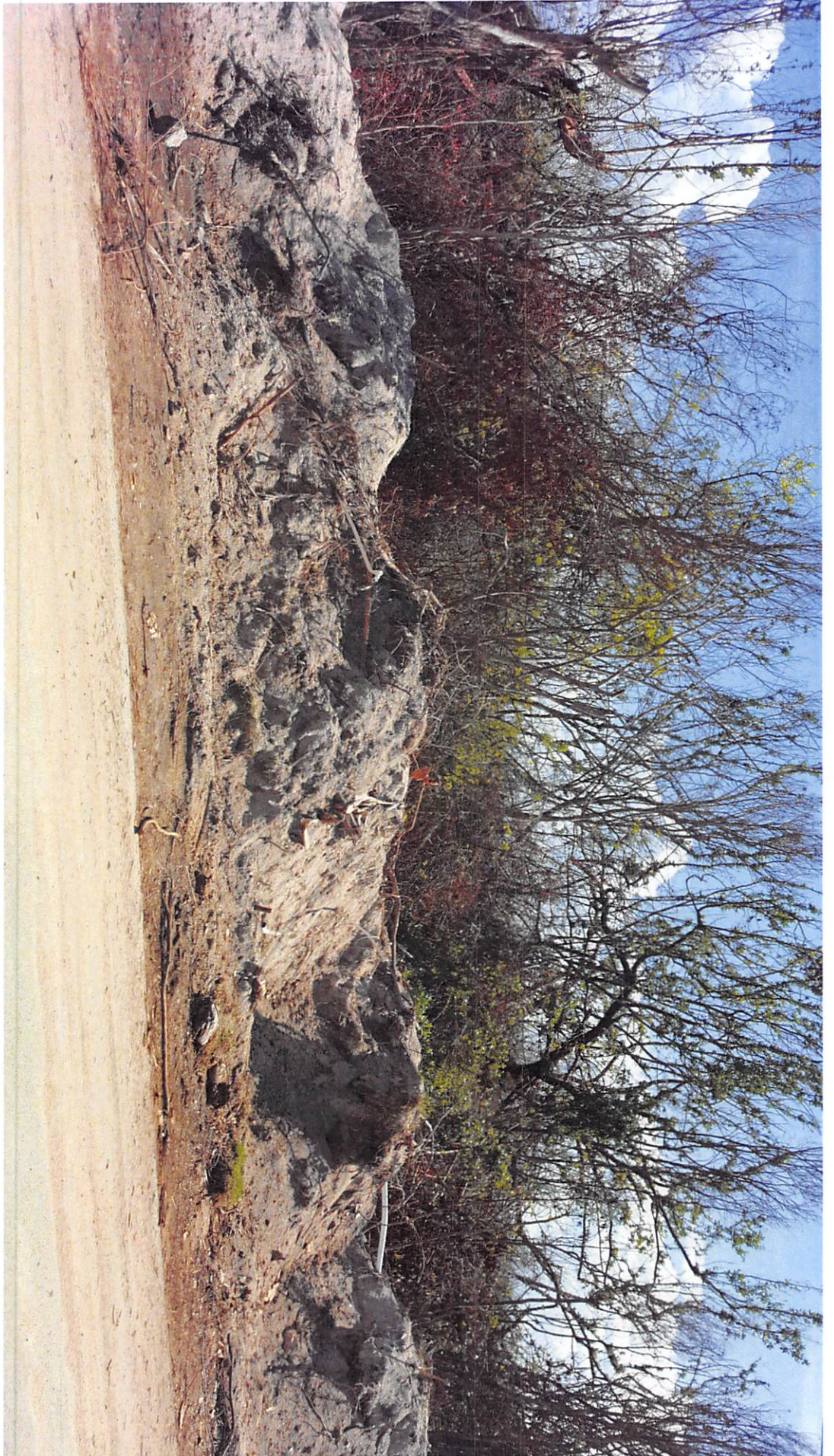
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WR



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WR



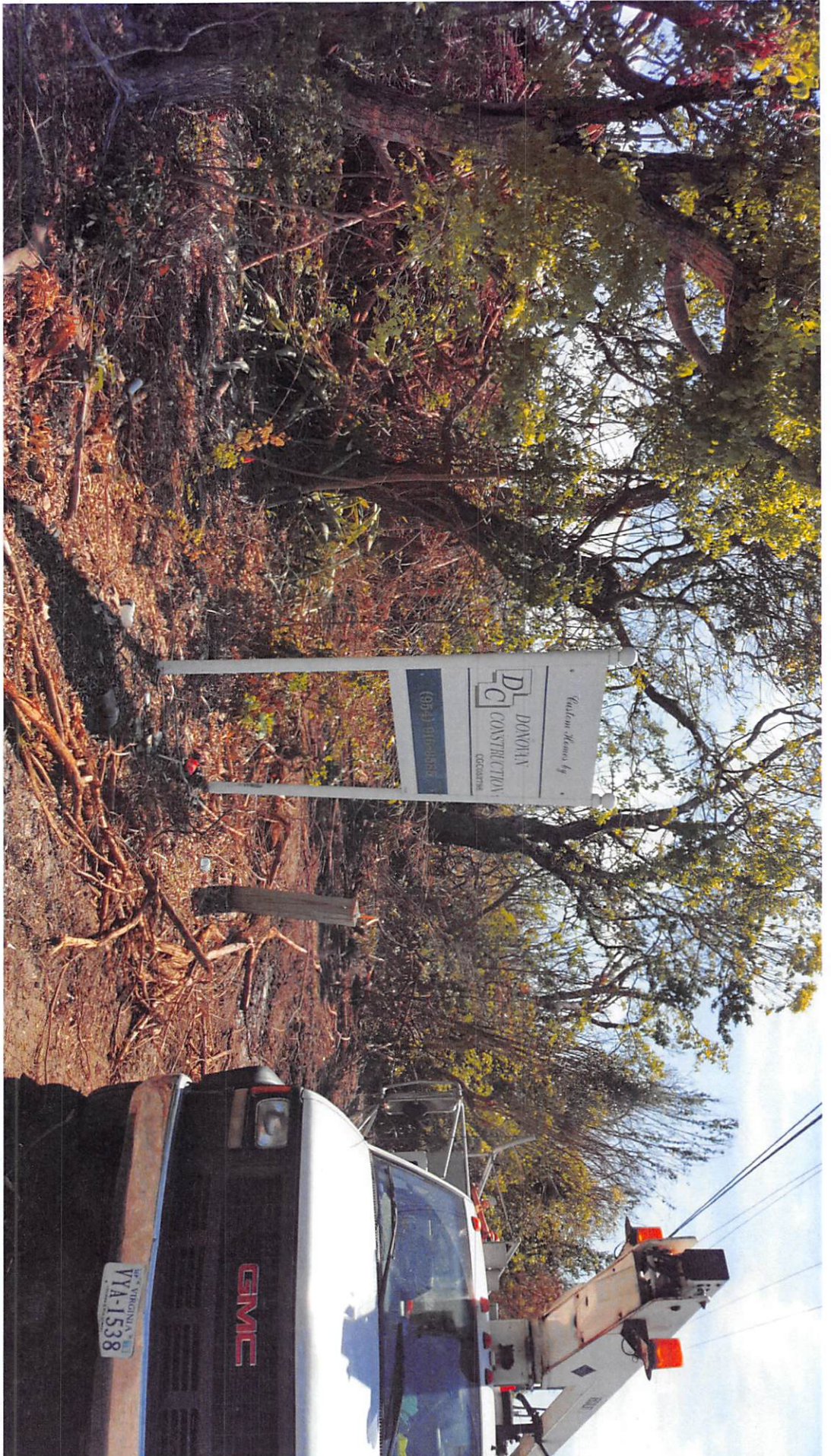
10/17/17
WRL



10/17/17
WR



10/17/17
WDR



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WR



10/17/17
wm

Post Restoration















SMITH / HAWKS
ATTORNEYS AT LAW

Barton W. Smith, Esq.
Jess Miles Goodall, Esq.
Brandi Green, Paralegal
Telephone: (305) 296-7227
E-mail: Bart@SmithHawks.com
Jess@SmithHawks.com
Brandi@SmithHawks.com

UPLOADED TO CITYVIEW ePORTAL

August 2, 2025

Jennifer DeBoisbriand, Planning Director
Islamorada, Village of Islands Planning & Development Services
86800 Overseas Highway
Islamorada, FL 33036

RE: MEMORANDUM OF APPEAL: BONEFISH HOLDINGS LLC, VACANT LAND, UPPER MATECUMBE KEY, FLORIDA, MONROE COUNTY PARCEL IDENTIFICATION NUMBERS: 00404520-000000; 00404260-000000; 00404270-000000; 00404280-000000; 00404290-000000; 00095045-000300; 000950-0001; 00095045-000100; AND 00095045-000201.

Dear Planning Department,

Please allow this correspondence to serve as a Memorandum in support of the formal appeal dated (“Appeal”), by **BONEFISH HOLDINGS LLC** (“Applicant”) as required in Islamorada, Village of Islands’ (“Village”) Code of Ordinances (“Code”). Pursuant to Code Sec. 30-281, Applicant is appealing the determination the Village’s biologist, Daniel Parobok’s environmental determination for the Vacant land in Upper Matecumbe, Florida, having Monroe County Parcel Identification Numbers: **00404520-000000; 00404260-000000; 00404270-000000; 00404280-000000; 00404290-000000; 00095045-000300; 00095045-000100; and 00095045-000201** (“Property”).

Applicant is appealing the determination of the Village’s biologist relating to the quality of the wetlands and the habitat classification relating to the Applicant’s Property, provided to Applicant by Jennifer DeBoisbriand on June 11, 2025, a copy of which is attached hereto as **Exhibit A**. Please accept this as a memorandum in support if the Appeal and the official witness list.

APPEAL GROUNDS

The Village biologist’s denial of the KeyWep drafted and submitted by New Leaf Environmental (“NLE”) on November 9, 2024, and the Village biologist’s determination that that the wetlands on the Property are classified as undisturbed saltmarsh buttonwood wetland and Beach Berm (the “Determination”) provide insufficient review, analysis, and evidence, and is based on errors of fact and law. The Determination is inconsistent with the habitat designations on the Village’s official GIS habitat maps and fails to address the factual findings set forth in the habitat analyses, KeyWep, and supporting documentation provided to the Village.

Page 1 of 5

138 SIMONTON STREET, KEY WEST, FLORIDA 33040 U.S.A.
T. 305-296-7227 F. 305-296-8448 SMITHHAWKS.COM

I. The Determination

The Applicant has conducted field work on the Property, and a Village approved biologist has provided an in-depth KeyWep report and score for the Property and has provided several back up documents analyzing and substantiating the KeyWep on the Property, as well as the proper habitat classification for the Property as a whole. However, The Village biologist disregarded the findings in the biological analysis regarding the KeyWep scores and the disturbed habitat on the Property and instead unilaterally determined that the Property has a KeyWep Score of 7.5, based on his own KeyWep worksheet, without substantively analyzing the KeyWep report provided, and unilaterally classified the Property as containing undisturbed saltmarsh buttonwood wetland, contrary to McCoy's findings that the Property falls within the definition of disturbed saltmarsh buttonwood wetland.

The Applicant has provided sufficient documentation and analyses to support its submitted habitat analyses, as well as all of the required State and Federal permits required under the Code, however, it is clear from the determination that the Village has not followed the procedures provided in Section 30-1612(b) and has thus far failed to provide sufficient evidence or analyses to deny the approval of the Applicant's KeyWep and Habitat analyses. Based on the Determination, it appears that the Village has taken the position that biological assessments by property owner biologists are unnecessary. This is indirect violation of the Code's provisions establishing the ability of applicants to utilize third party biologists for biological assessments, and essentially provides that third party assessments are secondary to any determination the Village biologist creates, which grants the Village biologist unfettered and unrestricted authority to deny biological assessments for any or no reason, which directly contradicts the intent of Section 30-1612(b).

II. KEYWEP SCORE

Pursuant to Section 30-1613(b), "Preparation". The habitat analysis shall be prepared in accordance with the procedures and methods specified herein by a biologist qualified under this section, however, all habitat analyses are subject to the approval of the director of planning and development services. An applicant for development approval may utilize a biologist not employed by the Village for a required field survey provided that the biologist is a professional familiar with the natural environment within Islamorada and the Florida Keys. Biological assessments by alternative biologists are subject to review and approval by the planning and development services department."

The Applicant engaged New Leaf's Michael McCoy ("McCoy"), a Village and Monroe County qualified biologist, to conduct and provide a KeyWep analysis of the Wetlands on Property. McCoy conducted said assessment, resulting in a 4.85 (moderate quality) KeyWep score¹, which pursuant to the Village Code of Ordinances (the "Code") Section 30-1641, "may be filled for development if adequate mitigation is provided." This report was provided to the Village by the Applicant as part of the Pre-App application package for review, analysis, and discussion.

Additionally, the Applicant submitted additional evidence in support of McCoy's KeyWep, providing a KeyWep Cover Letter, which analyzes a number of similar KeyWep scores on similarly situated

¹ See KEYWEP Analysis dated November 9, 2024, by New Leaf Environmental, LLC

properties throughout the county.² As provided above, McCoy is a Village and Monroe County qualified biologist, and is therefore permitted to draft biological assessments, which are then subject to review and approval by the planning and development services department. The Applicant, as permitted by the Code, has submitted a KeyWep analysis, conducted by a qualified biologist, as well as provided all required State approvals in conformity with this analysis. Once submitted, the onus of review of the submitted biological assessment falls on the Village Planning and development services. It is the duty of the Village to analyze submitted biological reports, not to totally disregard assessments submitted and rely on personal “knowledge” of a property. By doing so, the Village has materially deviated from the procedures outlined in Section 30-1613(b). Although, as outlined above, the Applicant has provided several biological assessments, and supporting materials, the Determination fails to provide a substantive review and analysis of the submitted documents, instead pivoting away from the submitted analysis in favor of the Village’s own analysis, which is not what the Code provides.

At the time of this Appeal, the Village has still not provided a full analysis of McCoy’s submitted KeyWep, instead choosing to rely on a KeyWep score that does not provide explanations or evidence as to why the scores differ from those submitted by McCoy, in derogation of their burden to review biological assessments submitted for review, *See* attached response provided by New Leaf Environmental dated July 1, 2025 attached hereto as **Exhibit B**. Section 30-1612(b) requires the Village to substantively review and analyze biological analyses submitted by the Applicant, and to provide substantive review and response to the same. As of the date of this Appeal, a complete and substantive review and response has not been provided. This constitutes reversible error as a departure from the essential requirements of the law. *See Miami-Dade County v. Omnipoint Holdings, Inc.* 863 So.2d 195, 199 (Fla. 2003).

III. The Habitat Classification

The habitat classification provided by the Village in the Determination fails to address the third-party analysis provided by NLE, which contradicts the intent of Section 30-1612(b). Initially, the Village incorrectly asserted that Applicant’s agent, Philip Frank, confirmed via email that the habitat classification of the Property is undisturbed buttonwood saltmarsh.

Pursuant to email correspondence between Frank and Parobok, provided to the Applicant’s Agent on August 14, 2024, and April 24, 2025, Frank clearly identifies the habitat on the Property as “Buttonwood Salt Marsh” but does not identify the habitat as “undisturbed,” as Parobok asserts. *See* Correspondence from Frank to Parobok, dated August 14, 2024. Specifically, Frank provides:

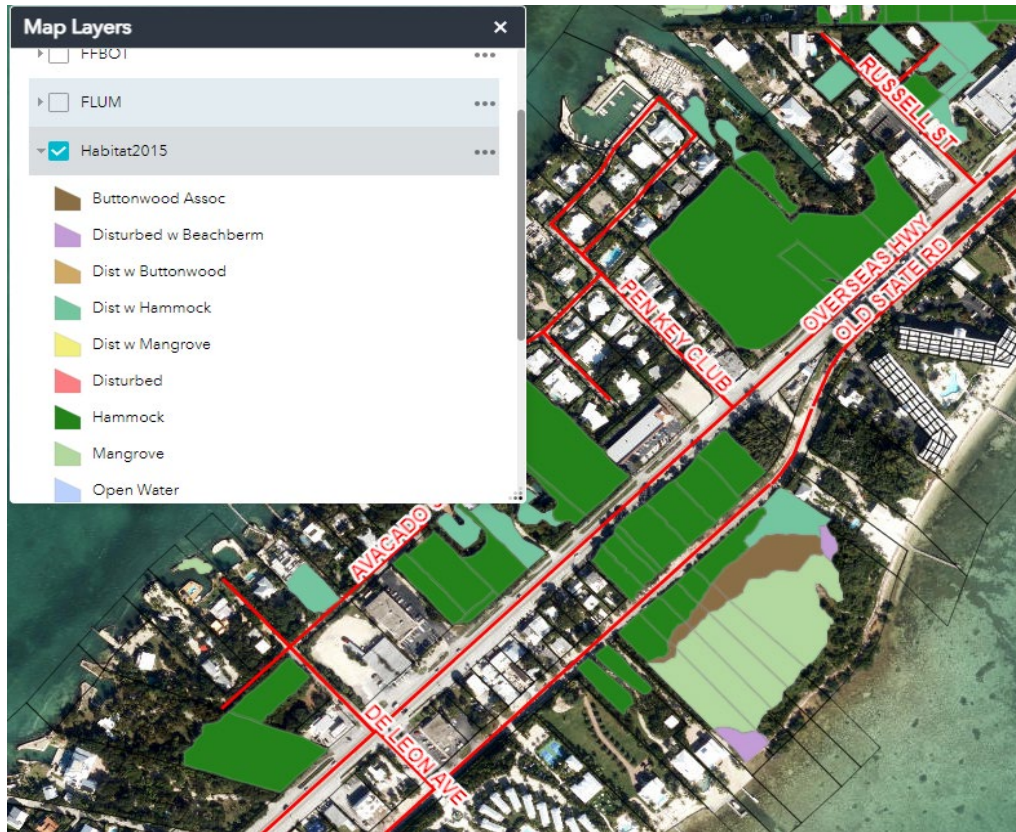
“Based on our evaluation, the most appropriate habitat determination is **Buttonwood Salt Marsh** which comprises all wetlands on the property. This is based on both observed vegetative cover and salinity sampling.”

In response to Frank’s correspondence, Parobok unilaterally assigned the classification modifier of the wetland as *undisturbed*. *See*, Correspondence from Parobok to Frank, dated August 14, 2024. It is undisputed by the Applicant that the Property’s classification is buttonwood salt marsh, however, pursuant to the KeyWep Comment Response Letter, attached hereto as **Exhibit C**, the Applicant’s biologist – New

² *See* KeyWep Cover Letter dated February 13, 2025, by New Leaf Environmental, LLC.

Leaf – has identified the classification of the Property as *disturbed* based on guidance from the KeyWep Short Course Manual from May 7-9, 2024.

Additionally, the Village’s official habitat map on the GIS website identifies the majority of the area proposed for development as “Disturbed with hammock, disturbed with beach berm, or hammock. See attached New Leaf KeyWep Comment Response Letter.



The Village biologist has unilaterally identified the entire Property as “undisturbed” and has not provided a substantive analysis of the NLE’s classification based on the KeyWep Short Course Manual from May 7-9, 2024. Additionally, portions of the Property can be identified as disturbed saltmarsh buttonwood, while other portions may be undisturbed, which is consistent with the GIS habitat maps utilized by the Village.

In addition to the above, the Determination provided by the Village is contradictory in its findings. Pursuant to Section 30-1641, “*Disturbed* wetlands proposed for filling will be evaluated by a qualified biologist using the KeyWep...” The Determination asserts that the Property is entirely *undisturbed*, which, if correct, would mean that the Property does not qualify for a KeyWep analysis under the Code, however, the Village biologist undertook to conduct his own KeyWep analysis and present his own KeyWep score, which, pursuant to the Code, would ONLY be required for *disturbed* wetlands. The fact that the Village biologist undertook his own KeyWep analysis is evidence that the Applicant’s biologists habitat classification is correct.

IV. Regulatory Taking:

Denial of the Applicant's request to develop the requested single-family residence, as approved by the SFWMD Permit, based upon the Village's current regulations deprives the Property of any economically beneficial or productive use of land, and results in a regulatory taking of the Applicant's Property without just compensation. *See, Shands v. City of Marathon*, 48 Fla. L. Weekly D907 (Fla. 3d DCA 2023).

V. Witness List:

The Applicant will be calling the following expert witness as part of this Appeal:

1. Michael McCoy – Village of Islamorada and Monroe County Qualified Biologist.

VI. Conclusion:

From the above, it is evident that the Determination from the Village has materially deviated from the procedures contained in the Code, specifically from those procedures provided in Section 30-1612(b). Failure of the Village to substantively review and respond to third-party biological analyses directly contradicts the purpose of the above referenced section and removes an applicant's ability to utilize third party biologists. The Applicant respectfully requests that this council approve this appeal and permit the Applicant to fill of a portion of the moderate functional wetland as shown in the approved State permit and allow the development of a single-family dwelling unit and associated facilities, or provide sufficient financial relief to the Applicant based on the complete deprivation of any economic or productive use of the Property.

Should you require any further detail or have any questions, please do not hesitate to reach out to me at my office.

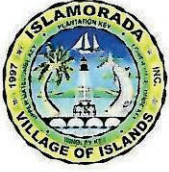
Sincerely,

Barton W. Smith

BWS/JMG/bg

Enclosures

EXHIBIT A



ISLAMORADA, VILLAGE OF ISLANDS
PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
86800 Overseas Highway • Islamorada, Florida 33036 • www.islamorada.fl.us

June 11, 2025

Jess Miles Goodall
Smith Hawks
138 Simonton Street
Key West, FL 33040

RE: Bonefish Holdings LLC – Response to Letter dated May 19, 2025

Dear Jess,

I am in receipt of your letter dated May 19, 2025, in which you respond to the pre application meeting on April 24, 2025. In your letter you ask the Village to provide four items. The first two items regarding a review of the New Leaf KEYWEP analysis and a review of New Leaf's assessments and classification of the property as disturbed buttonwood salt marsh are addressed in the attached memo.

For item #3, we will be happy to schedule another meeting. Please provide some dates and times which your team has availability, and we will schedule a meeting as soon as possible.

In regard to item #4, "provide a written analysis of the proposed project and guidance as to how the Applicant can received the required building permits to complete the project as proposed", it is not staff's practice to provide written analysis of proposed projects. When a project is submitted with an application for development order or permit, we will review the project and provide any analysis required at that time. Your client as well as anyone else is welcome to apply for building permits through the CityView portal which can be found here: <https://cvportal.us/cityviewportal>.

Please let me know if you have additional questions.

Sincerely,

A handwritten signature in blue ink that reads "Jennifer DeBoisbriand".

Jennifer DeBoisbriand
Planning Director

EXHIBIT A



**ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA
PLANNING AND DEVELOPMENT SERVICES DEPARTMENT**

86800 Overseas Highway • Islamorada, Florida 33036
Phone 305-664-6400 • Fax 305-664-6467 • www.islamorada.fl.us

Preapplication Response Memo- Village Response Items 1 and 2

Date: June 4, 2025

To: Jess Miles Goodall, Smith Hawks Attorneys at Law

From: Daniel Parobok, Senior Environmental Planner

RE: PRE-APPLICATION RESPONSE MEMORANDUM - BONEFISH HOLDINGS LLC, VACANT LAND, UPPER MATECUMBE KEY, FLORIDA, MONROE COUNTY PARCEL IDENTIFICATION NUMBERS: 00404520-000000; 00404260-000000; 00404270-000000; 00404280-000000; 00404290-000000; 00095045-000300; 000950-0001; 00095045-000100; AND 00095045-000201

KEYWEP Review and Response:

Village Staff have reviewed the wetland reports from New Leaf Environmental (NLE) dated 12/22, 8/22/24, and 11/9/24 and letters dated 2/13/25 and 5/7/25. The most recent report, dated 11/9/24, assigns the wetland on the above properties (the Wetland) a KEYWEP score of 4.85. The previous report, dated 12/22, does not assign a KEYWEP score and classifies the Wetland as two distinct wetlands- "Wetland A: Freshwater Marsh" and "Wetland B: Forested Wetland". This report states that Wetland B has a direct connection to open water systems during storm events and likely during king tides. By the KEYWEP procedure, both wetlands in this report are considered "red flag" wetlands and are unable to be scored due to being automatically classified as "unsuitable for development" or "Reg Flag Wetlands". This is likely why no score was listed in the 12/22 report.

The most recent report from NLE, dated 11/9/24, assigns the Wetland a KEYWEP score of 4.85. Village Staff disagree with this score. Using KEYWEP, Staff have determined the correct score for this wetland to be 7.5. The score of 7.5 was derived by following the KEYWEP procedures and guidance and is based on extensive knowledge of this specific site. Staff have over 30 hours of field time on this site, not including the six-hour KEYWEP field evaluation that was performed on 8/13/24. A detailed explanation of the Village's KEYWEP scoring is provided as **Attachment A**.

Pursuant to Section 30-1613(b), "*Preparation*". The habitat analysis shall be prepared in accordance with the procedures and methods specified herein by a biologist qualified under this section, however, all habitat analyses are subject to the approval of the director of planning and development services. An applicant for development approval may utilize a biologist not employed by village for a required field survey provided that the biologist is a professional familiar with the natural environment within Islamorada and the Florida Keys. Biological assessments by alternative biologists are subject to review and approval by the planning and development services department." the assessment and KEYWEP score provided by NLE is not approved by Planning and Development Services Department at this time.

Wetland and Habitat Classification:

The KEYWEP manual contains specific habitat classifications to be used in the procedure. In the NLE letter dated 2/13/25, NLE classifies the Wetland as "Buttonwood Salt Marsh". Village Staff agree that this is the correct KEYWEP habitat classification. The KEYWEP manual does not have habitat classifications with the "disturbed" or "undisturbed" qualifiers. Only one habitat type is

EXHIBIT A

listed as “disturbed” by KEYWEP and it is defined as “Sparsely vegetated. Course or fine substrate. Algal mats may be present on fine substrates, sometimes as the only vegetative cover. Some beaches may also have this signature.”. The Wetland does not meet this definition.

Prior to the illegal wetland disturbance in 2017, the Wetland existed undisturbed. Following the extensive restoration project and years of continued establishment, the vegetative community and hydrologic regime have been successfully restored back to natural conditions. In the current condition, the Wetland is classified by the Village as “Undisturbed Saltmarsh and Buttonwood Wetland”. This habitat is defined in Section 30-32 as “*Saltmarsh* and *buttonwood* mean two plant associations that are sometimes collectively or individually referred to as the transitional wetland zone. The saltmarsh community is a wetland area subject to tidal influence, and the vegetation is dominated by non-woody ground covers and grasses. Woody vegetation that may be present includes the three species of mangroves, as well as buttonwood (*Conocarpus erectus*); however, the saltmarsh community is distinguished by the dominance of non-woody plants, and the woody species have a coverage of less than 40 percent. The saltmarsh community may be associated and intermixed with areas of almost bare ground on which the vegetation may be limited to mats of periphyton. The buttonwood wetland is a wetland that is usually present in the more landward zone of the transitional wetland area, and may intermix with more upland communities. The buttonwood wetland is distinguished from the saltmarsh wetland by the dominance of buttonwood trees, usually occurring as an open stand that permits the growth of an understory of ground covers and shrubs. The buttonwood wetland is, in turn, distinguished from more upland communities by the presence of graminoids and halophytic ground covers under its open canopy, and generally by the lack of an appreciable layer of humus and leaf litter. As referenced throughout this chapter, “saltmarsh and buttonwood habitat” refers collectively and individually to saltmarsh and buttonwood habitats for the purpose of determining regulatory requirements.”.

Following the successful restoration of the vegetative community and hydrologic regime, the wetland does not fit the definition of “Disturbed land” as defined in Section 30-32 “*Disturbed land* means land or an area of land that manifests signs of environmental disturbance which has had an observable effect on the structure and function of the natural community which existed on the site prior to the disturbance”.

The habitat map maintained by the Village shows that this site contains several habitat types including Buttonwood Association, Disturbed with Beach Berm, Mangrove, Disturbed with Hammock, and Hammock. The data shown on this map pre-dates the illegal disturbance and subsequent successful restoration of the hammock, wetlands, and beach berm. Pursuant to Section 30-1612(b), “*Review and amendment*. The habitat and protected animal species maps may be refined to reflect conditions legally in existence on February 28, 1986. The habitat and protected animal species maps as referenced throughout this division shall be intended only to serve as a general guide to habitat types for the purpose of preliminary determination of regulatory requirements. Final habitat determinations shall be based upon field verification. Unlawful conditions shall not be recognized when determining regulatory requirements.”, the habitat classification of the Wetland has been field verified as an undisturbed saltmarsh buttonwood wetland. Two other habitat types exist on the properties, which have been field verified, and are Tropical Hardwood Hammock and Beach Berm. These two habitats have been successfully restored to undisturbed conditions.

Regards,

A handwritten signature in blue ink, appearing to read "Dan Parobok".

Daniel Parobok, Senior Environmental Planner

Attachment A- Detailed KEYWEP Scoring

KEYWEP Scoring Rational for Assessment Area 1 (Parcels 00404520-000000; 00404260-000000; 00404270-000000; 00404280-000000; 00404290-000000; 00095045-000300; 000950-0001; 00095045-000100; AND 00095045-000201)

Page 3- Water Quality Enhancement:

Nutrient Variable (WQV1) (0.1, .03, OR 0.5)

Most of the AA is covered by a layer of marl of varying depths. Some areas of exposed limestone are present. Crevasses in the limestone contain marl. 0.5

% Veg in Wetland (WQV2) (0-1.0)

Total vegetative cover is approximately 90%. This covers all vegetative cover classes. 0.9

Roughness (WQV3) (0.1, 0.5, OR 1.0)

On the scale for Manning's n coefficient of roughness, the score is 0.6. A majority of the AA is dense green buttonwood cover with the remaining area containing black mangrove pneumatophores, red mangrove prop roots, tufting grasses, and succulent herbs. The presence of dense woody vegetation is a significant factor for roughness. 1.0

Sediment Removal (WQV3) (0.1 OR 0.5)

The AA is bordered by hammock on the landward side and a beach berm on the waterward side. These features serve to contain surface water within the AA before it is released into nearshore water bodies. Within the AA, a vegetative coverage of 90% contains dense green buttonwood, black mangrove pneumatophores, red mangrove prop roots, tufting grasses, and succulent herbs. Evidence of velocity attenuation is sparse due to the inflow coming from the adjacent properties and from the adjacent highway, flowing through hammock and dense wetland vegetation. Due to the topography and vegetative cover, velocity attenuation is high. 0.5

Subtotal 1.9

Shoreline Anchorage

% Vegetative Edge (SAV1) (0-1.0)

The AA is a closed system without a connection to open water at mean low tide. The AA is bordered by hammock on the landward side and a beach berm on the waterward side. This criteria is not applicable to the AA. 0.0

Subtotal 0.0

Page 4- Storm Water Infiltration/Detention:

Infiltration (SWV1) (0.1, 0.3, OR 0.5)

Most of the AA is covered by a layer of marl of varying depths. Some areas of exposed limestone are present. Crevasses in the limestone contain marl. Pursuant to the KEYWEP substrate scale, this has a permeability rating of Interim. **0.3**

Surface Water Expansion (SWV2) (0.1 OR 0.5)

The AA is bordered by hammock on the landward side and a beach berm on the waterward side. During site visits, visible water lines are present on vegetation. Following rain events, surface waters are present. **0.5**

Subtotal 0.8

Page 5- Habitat Index:

Surface Water Present (HV1) (0 or 1)

Surface waters were observed to be present for a majority of the past several years during site visits. Surface waters are present for a duration that supports macroinvertebrates. Site visits occurring during periods high water observed small fishes, likely Mosquitofish (*Gambusia holbrooki*). **1.0**

Habitat Cover Types (HV1) (0.1, 0.5, OR 1)

Per KEYWEP, the total number of habitat types are those that are within and immediately adjoining the AA. Per KEYWEP guidance the scores correlate as: >3 habitat types, 0.1; 3 habitat types, 0.5; <3 habitat types, 1. There are 5 KEYWEP habitat types within and immediately adjacent to the AA. These include Mangrove Forest, Open Salt Marsh, Buttonwood Salt Marsh, High Beach Dune, and Hammock. **1.0**

Wetland-Dependent Use Diversity (HV3) (0.1, 0.5, 1)

Per KEYWEP guidance the scores correlate as: invertebrates only, 0.1; one vertebrate, 0.5; >1 vertebrate, 1.0. During the many site visits, the following were observed directly or indirectly within the AA: invertebrates (snails, crabs), birds (white ibis, great egret, blue heron, green heron, mourning dove, bluewing teal, etc.), racoons, and opossums. **1.0**

T&E Use-Foraging/Resting (HV4) (0.1, 0.3, OR 0.5)

Per KEYWEP guidance the scores correlate as: negligible use 0.1; possible use, 0.3; probable use, 0.5. The KEYWEP habitat types used to determine Threatened and Endangered species use are Mangrove Forest (MF), Buttonwood Salt Marsh (BSM), and Open Salt Marsh (OSM). Using the KEYWEP Threatened and Endangered Species Index and Supplemental Guidance, there are five species that could potentially use the AA for foraging and resting. Those species include American Alligator, American Crocodile, Eastern Indigo Snake, Piping Plover, and Peregrine Falcon. Based on numerous site visits and observations of wildlife, it is probable that at least Piping Plovers and Peregrine Falcons could use the site for resting and foraging. **0.5**

T&E Use-Foraging/Resting (HV4) (0.1, 0.3, OR 0.5)

Per KEYWEP guidance the scores correlate as: negligible use 0.1; possible use, 0.3; probable use, 0.5. The KEYWEP habitat types used to determine Threatened and Endangered species use are Mangrove Forest (MF), Buttonwood Salt Marsh (BSM), and Open Salt Marsh (OSM). Using the KEYWEP Threatened and Endangered Species Index and Supplemental Guidance, there is one species that could potentially use the AA for breeding, the American Crocodile. Based on numerous site visits and local knowledge of the area, the AA likely has negligible use by American Crocodiles. 0.1

Subtotal 3.6

Page 6- Landscape Context:

Community Connectivity (LV1) (0, 0.5, OR 1.0)

Per KEYWEP guidance the scores correlate as: all requirements met for none, 0.0; all requirements met for some, 0.5; all requirements met for all, 1.0. Per the KEYWEP target species list, the following species are targets: Mangrove Cuckoo, Prairie Warbler, American Crocodile, and Eastern Indigo Snake. Using the reference material and minimum home range list in the KEYWEP manual, the AA meets all the requirements for one species, the Prairie Warbler. 0.5

Disturbance Regime (LV2) (0, 0.3, 0.7, OR 1.0)

Per KEYWEP guidance the scores correlate as: surrounded by development, 0; adjacent to development, 0.3; close to development but buffered from it, 0.7; no nearby development, 1.0. The AA is near a paved road on the north side, and houses on the east and west sides. On all three sides the AA is buffered from the development by hammock and native hardwood vegetation. 0.7

Subtotal 1.2

TOTAL FUNCTIONAL INDEX :7.5

EXHIBIT B

Benefish site 8/13/24

**FLORIDA KEYS WETLAND EVALUATION PROCEDURE (KEYWEP)
FIELD SUMMARY PAGE**

RECORD #

CLASSIFICATION:

EVALUATION TEAM:

WATER SOURCES/SINKS:
INFLOW(S):

DATE:

TIME:

ISLAND:

OUTFLOW(S):

SUBDIVISION NAME:

SUBDIVISION LOT/BLK NOS. /

SKETCH OF ACREAGE TRACT LOCATION ON BACK: Y/N

SALINITY:

FLAG? RED CODE GREEN

SUBSTRATE TYPE:

RECENT RAIN/TIDAL EVENTS:

VARIABLE	VALUE	SUBTOTALS
PAGE 3 - WATER QUALITY ENHANCEMENT:		
NUTRIENT VARIABLE (WQV ₁) (0.1, 0.3 OR 0.5) →	0.5	= 1.9 +
% VEG. IN WETLAND (WQV ₂) (0 - 1.0) →	+ 0.4	
ROUGHNESS (WQV ₃) (0.1, 0.5 OR 1.0) → X	1.0	
SEDIMENT REMOVAL (WQV ₄) (0.1 OR 0.5) →	+ 0.5	
SHORELINE ANCHORAGE:		
% VEGETATED EDGE (SAV ₁) (0 - 1.0) →	0	= 0 +
PAGE 4 - STORM WATER INFILTRATION/DETENTION:		
INFILTRATION (SWV ₁) (0.1, 0.3 OR 0.5) →	0.3	= 0.8 +
SURFACE WATER EXPANSION (SWV ₂) (0.1 OR 0.5) →	+ 0.5	
PAGE 5 - HABITAT INDEX:		
SURFACE WATER PRESENT (HV ₁) (0 OR 1) →	1.0	= 3.6 +
HABITAT COVER TYPES (HV ₂) (0.1, 0.5 OR 1) →	+ 1.0	
WETLAND-DEPENDENT USE DIVERSITY (HV ₃) (0.1, 0.5 OR 1) →	+ 1.0	
T&E USE -FORAGING/RESTING } HV ₄ (0.1, 0.3 OR 0.5) →	+ 0.5	
T&E USE -BREEDING } (0.1, 0.3 OR 0.5) →	+ 0.1	
PAGE 6 - LANDSCAPE CONTEXT:		
COMMUNITY CONNECTIVITY (LV ₁) (0, 0.5 OR 1.0) →	0.5	= 1.2
DISTURBANCE REGIME (LV ₂) (0, 0.3, 0.7 OR 1) →	+ 0.7	
(0.8 - 9.8) TOTAL FUNCTIONAL INDEX		7.5 =

EXHIBIT C



May 7, 2025

**KeyWEP Comment Response Letter
82900 Old Highway, Lower Matecumbe Key, Village of Islamorada, Florida
NLE Project No. 36922001**

New Leaf Environmental (NLE) is providing this comment response letter to continue the evaluation discussion from the April 24, 2025 pre-application meeting with the Village. During this meeting the Village expressed a preference to only review wetland assessment information for the site provided by Phil Frank, PhD through previous coordination, including the classification of the site as undisturbed buttonwood marsh and a KEYWEP score of 7.5.

Following the meeting, the Village provided email correspondence dated August 14, 2024 with Dr. Frank regarding classification of the wetlands on site, as well as a KEYWEP sheet from the day prior. Based on this correspondence, Dr. Frank classifies the habitat simply as buttonwood salt marsh and the Village in turn classifies the habitat as undisturbed. The Village also provided a handwritten KEYWEP form dated August 13, 2024, which concludes that the site is scored at 7.5. The form does not contain reviewer names, was not signed, and does not have any other information on its origin. Based on communication with Dr. Frank, this form was not a submittal from him on behalf of the client and submitting a KEYWEP was outside of his scope of work. The form also does not contain any description of or justification for any of the scores, so NLE was not able to further evaluate the validity of the scores.

Based on this information, we respectfully request that the Village review the KEYWEP submittal NLE prepared, dated February 26, 2025, as based on our communication with the owner/applicant this is the only KEYWEP that he has submitted/was submitted on his behalf. The NLE KEYWEP assessment has an explanation of/justification for all scores included in a narrative, as well as a number of approved scores for similar sites used as a reference, which enable an in-depth/qualitative review and discussion.

Thank you for your continued coordination on this project.

Sincerely,

New Leaf Environmental, LLC

Michael McCoy
Village of Islamorada and Monroe County Qualified Biologist



ISLAMORADA, VILLAGE OF ISLANDS
PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
86800 Overseas Highway • Islamorada, Florida 33036 • www.islamorada.fl.us

June 11, 2025

Jess Miles Goodall
Smith Hawks
138 Simonton Street
Key West, FL 33040

RE: Bonefish Holdings LLC – Response to Letter dated May 19, 2025

Dear Jess,

I am in receipt of your letter dated May 19, 2025, in which you respond to the pre application meeting on April 24, 2025. In your letter you ask the Village to provide four items. The first two items regarding a review of the New Leaf KEYWEP analysis and a review of New Leaf's assessments and classification of the property as disturbed buttonwood salt marsh are addressed in the attached memo.

For item #3, we will be happy to schedule another meeting. Please provide some dates and times which your team has availability, and we will schedule a meeting as soon as possible.

In regard to item #4, "provide a written analysis of the proposed project and guidance as to how the Applicant can received the required building permits to complete the project as proposed", it is not staff's practice to provide written analysis of proposed projects. When a project is submitted with an application for development order or permit, we will review the project and provide any analysis required at that time. Your client as well as anyone else is welcome to apply for building permits through the CityView portal which can be found here: <https://cvportal.us/cityviewportal>.

Please let me know if you have additional questions.

Sincerely,

A handwritten signature in blue ink that reads "Jennifer DeBoisbriand".

Jennifer DeBoisbriand
Planning Director



**ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA
PLANNING AND DEVELOPMENT SERVICES DEPARTMENT**

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Phone 305-664-6400 • Fax 305-664-6467 • www.islamorada.fl.us

Preapplication Response Memo- Village Response Items 1 and 2

Date: June 4, 2025

To: Jess Miles Goodall, Smith Hawks Attorneys at Law

From: Daniel Parobok, Senior Environmental Planner

RE: PRE-APPLICATION RESPONSE MEMORANDUM - BONEFISH HOLDINGS LLC, VACANT LAND, UPPER MATECUMBE KEY, FLORIDA, MONROE COUNTY PARCEL IDENTIFICATION NUMBERS: 00404520-000000; 00404260-000000; 00404270-000000; 00404280-000000; 00404290-000000; 00095045-000300; 000950-0001; 00095045-000100; AND 00095045-000201

KEYWEP Review and Response:

Village Staff have reviewed the wetland reports from New Leaf Environmental (NLE) dated 12/22, 8/22/24, and 11/9/24 and letters dated 2/13/25 and 5/7/25. The most recent report, dated 11/9/24, assigns the wetland on the above properties (the Wetland) a KEYWEP score of 4.85. The previous report, dated 12/22, does not assign a KEYWEP score and classifies the Wetland as two distinct wetlands- "Wetland A: Freshwater Marsh" and "Wetland B: Forested Wetland". This report states that Wetland B has a direct connection to open water systems during storm events and likely during king tides. By the KEYWEP procedure, both wetlands in this report are considered "red flag" wetlands and are unable to be scored due to being automatically classified as "unsuitable for development" or "Reg Flag Wetlands". This is likely why no score was listed in the 12/22 report.

The most recent report from NLE, dated 11/9/24, assigns the Wetland a KEYWEP score of 4.85. Village Staff disagree with this score. Using KEYWEP, Staff have determined the correct score for this wetland to be 7.5. The score of 7.5 was derived by following the KEYWEP procedures and guidance and is based on extensive knowledge of this specific site. Staff have over 30 hours of field time on this site, not including the six-hour KEYWEP field evaluation that was performed on 8/13/24. A detailed explanation of the Village's KEYWEP scoring is provided as **Attachment A**.

Pursuant to Section 30-1613(b), "*Preparation*". The habitat analysis shall be prepared in accordance with the procedures and methods specified herein by a biologist qualified under this section, however, all habitat analyses are subject to the approval of the director of planning and development services. An applicant for development approval may utilize a biologist not employed by village for a required field survey provided that the biologist is a professional familiar with the natural environment within Islamorada and the Florida Keys. Biological assessments by alternative biologists are subject to review and approval by the planning and development services department." the assessment and KEYWEP score provided by NLE is not approved by Planning and Development Services Department at this time.

Wetland and Habitat Classification:

The KEYWEP manual contains specific habitat classifications to be used in the procedure. In the NLE letter dated 2/13/25, NLE classifies the Wetland as "Buttonwood Salt Marsh". Village Staff agree that this is the correct KEYWEP habitat classification. The KEYWEP manual does not have habitat classifications with the "disturbed" or "undisturbed" qualifiers. Only one habitat type is

listed as “disturbed” by KEYWEP and it is defined as “Sparsely vegetated. Course or fine substrate. Algal mats may be present on fine substrates, sometimes as the only vegetative cover. Some beaches may also have this signature.”. The Wetland does not meet this definition.

Prior to the illegal wetland disturbance in 2017, the Wetland existed undisturbed. Following the extensive restoration project and years of continued establishment, the vegetative community and hydrologic regime have been successfully restored back to natural conditions. In the current condition, the Wetland is classified by the Village as “Undisturbed Saltmarsh and Buttonwood Wetland”. This habitat is defined in Section 30-32 as “*Saltmarsh* and *buttonwood* mean two plant associations that are sometimes collectively or individually referred to as the transitional wetland zone. The saltmarsh community is a wetland area subject to tidal influence, and the vegetation is dominated by non-woody ground covers and grasses. Woody vegetation that may be present includes the three species of mangroves, as well as buttonwood (*Conocarpus erectus*); however, the saltmarsh community is distinguished by the dominance of non-woody plants, and the woody species have a coverage of less than 40 percent. The saltmarsh community may be associated and intermixed with areas of almost bare ground on which the vegetation may be limited to mats of periphyton. The buttonwood wetland is a wetland that is usually present in the more landward zone of the transitional wetland area, and may intermix with more upland communities. The buttonwood wetland is distinguished from the saltmarsh wetland by the dominance of buttonwood trees, usually occurring as an open stand that permits the growth of an understory of ground covers and shrubs. The buttonwood wetland is, in turn, distinguished from more upland communities by the presence of graminoids and halophytic ground covers under its open canopy, and generally by the lack of an appreciable layer of humus and leaf litter. As referenced throughout this chapter, “saltmarsh and buttonwood habitat” refers collectively and individually to saltmarsh and buttonwood habitats for the purpose of determining regulatory requirements.”.

Following the successful restoration of the vegetative community and hydrologic regime, the wetland does not fit the definition of “Disturbed land” as defined in Section 30-32 “*Disturbed land* means land or an area of land that manifests signs of environmental disturbance which has had an observable effect on the structure and function of the natural community which existed on the site prior to the disturbance”.

The habitat map maintained by the Village shows that this site contains several habitat types including Buttonwood Association, Disturbed with Beach Berm, Mangrove, Disturbed with Hammock, and Hammock. The data shown on this map pre-dates the illegal disturbance and subsequent successful restoration of the hammock, wetlands, and beach berm. Pursuant to Section 30-1612(b), “*Review and amendment*. The habitat and protected animal species maps may be refined to reflect conditions legally in existence on February 28, 1986. The habitat and protected animal species maps as referenced throughout this division shall be intended only to serve as a general guide to habitat types for the purpose of preliminary determination of regulatory requirements. Final habitat determinations shall be based upon field verification. Unlawful conditions shall not be recognized when determining regulatory requirements.”, the habitat classification of the Wetland has been field verified as an undisturbed saltmarsh buttonwood wetland. Two other habitat types exist on the properties, which have been field verified, and are Tropical Hardwood Hammock and Beach Berm. These two habitats have been successfully restored to undisturbed conditions.

Regards,

A handwritten signature in blue ink, appearing to read "Dan Parobok". The signature is fluid and cursive, with the first name "Dan" and last name "Parobok" clearly distinguishable.

Daniel Parobok, Senior Environmental Planner

Attachment A- Detailed KEYWEP Scoring

KEYWEP Scoring Rational for Assessment Area 1 (Parcels 00404520-000000; 00404260-000000; 00404270-000000; 00404280-000000; 00404290-000000; 00095045-000300; 000950-0001; 00095045-000100; AND 00095045-000201)

Page 3- Water Quality Enhancement:

Nutrient Variable (WQV1) (0.1, .03, OR 0.5)

Most of the AA is covered by a layer of marl of varying depths. Some areas of exposed limestone are present. Crevasses in the limestone contain marl. **0.5**

% Veg in Wetland (WQV2) (0-1.0)

Total vegetative cover is approximately 90%. This covers all vegetative cover classes. **0.9**

Roughness (WQV3) (0.1, 0.5, OR 1.0)

On the scale for Manning's n coefficient of roughness, the score is 0.6. A majority of the AA is dense green buttonwood cover with the remaining area containing black mangrove pneumatophores, red mangrove prop roots, tufting grasses, and succulent herbs. The presence of dense woody vegetation is a significant factor for roughness. **1.0**

Sediment Removal (WQV3) (0.1 OR 0.5)

The AA is bordered by hammock on the landward side and a beach berm on the waterward side. These features serve to contain surface water within the AA before it is released into nearshore water bodies. Within the AA, a vegetative coverage of 90% contains dense green buttonwood, black mangrove pneumatophores, red mangrove prop roots, tufting grasses, and succulent herbs. Evidence of velocity attenuation is sparse due to the inflow coming from the adjacent properties and from the adjacent highway, flowing through hammock and dense wetland vegetation. Due to the topography and vegetative cover, velocity attenuation is high. **0.5**

Subtotal 1.9

Shoreline Anchorage

% Vegetative Edge (SAV1) (0-1.0)

The AA is a closed system without a connection to open water at mean low tide. The AA is bordered by hammock on the landward side and a beach berm on the waterward side. This criteria is not applicable to the AA. **0.0**

Subtotal 0.0

Page 4- Storm Water Infiltration/Detention:

Infiltration (SWV1) (0.1, 0.3, OR 0.5)

Most of the AA is covered by a layer of marl of varying depths. Some areas of exposed limestone are present. Crevasses in the limestone contain marl. Pursuant to the KEYWEP substrate scale, this has a permeability rating of Interim. **0.3**

Surface Water Expansion (SWV2) (0.1 OR 0.5)

The AA is bordered by hammock on the landward side and a beach berm on the waterward side. During site visits, visible water lines are present on vegetation. Following rain events, surface waters are present. **0.5**

Subtotal 0.8

Page 5- Habitat Index:

Surface Water Present (HV1) (0 or 1)

Surface waters were observed to be present for a majority of the past several years during site visits. Surface waters are present for a duration that supports macroinvertebrates. Site visits occurring during periods high water observed small fishes, likely Mosquitofish (*Gambusia holbrooki*). **1.0**

Habitat Cover Types (HV1) (0.1, 0.5, OR 1)

Per KEYWEP, the total number of habitat types are those that are within and immediately adjoining the AA. Per KEYWEP guidance the scores correlate as: >3 habitat types, 0.1; 3 habitat types, 0.5; <3 habitat types, 1. There are 5 KEYWEP habitat types within and immediately adjacent to the AA. These include Mangrove Forest, Open Salt Marsh, Buttonwood Salt Marsh, High Beach Dune, and Hammock. **1.0**

Wetland-Dependent Use Diversity (HV3) (0.1, 0.5, 1)

Per KEYWEP guidance the scores correlate as: invertebrates only, 0.1; one vertebrate, 0.5; >1 vertebrate, 1.0. During the many site visits, the following were observed directly or indirectly within the AA: invertebrates (snails, crabs), birds (white ibis, great egret, blue heron, green heron, mourning dove, bluewing teal, etc.), racoons, and opossums. **1.0**

T&E Use-Foraging/Resting (HV4) (0.1, 0.3, OR 0.5)

Per KEYWEP guidance the scores correlate as: negligible use 0.1; possible use, 0.3; probable use, 0.5. The KEYWEP habitat types used to determine Threatened and Endangered species use are Mangrove Forest (MF), Buttonwood Salt Marsh (BSM), and Open Salt Marsh (OSM). Using the KEYWEP Threatened and Endangered Species Index and Supplemental Guidance, there are five species that could potentially use the AA for foraging and resting. Those species include American Alligator, American Crocodile, Eastern Indigo Snake, Piping Plover, and Peregrine Falcon. Based on numerous site visits and observations of wildlife, it is probable that at least Piping Plovers and Peregrine Falcons could use the site for resting and foraging. **0.5**

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Subtotal 3.6

Page 6- Landscape Context:

Community Connectivity (LV1) (0, 0.5, OR 1.0)

Per KEYWEP guidance the scores correlate as: all requirements met for none, 0.0; all requirements met for some, 0.5; all requirements met for all, 1.0. Per the KEYWEP target species list, the following species are targets: Mangrove Cuckoo, Prairie Warbler, American Crocodile, and Eastern Indigo Snake. Using the reference material and minimum home range list in the KEYWEP manual, the AA meets all the requirements for one species, the Prairie Warbler. 0.5

Disturbance Regime (LV2) (0, 0.3, 0.7, OR 1.0)

Per KEYWEP guidance the scores correlate as: surrounded by development, 0; adjacent to development, 0.3; close to development but buffered from it, 0.7; no nearby development, 1.0. The AA is near a paved road on the north side, and houses on the east and west sides. On all three sides the AA is buffered from the development by hammock and native hardwood vegetation. 0.7

Subtotal 1.2

TOTAL FUNCTIONAL INDEX :7.5

SMITH/HAWKS
ATTORNEYS AT LAW

Barton W. Smith, Esq.
Jess Miles Goodall, Esq.
Telephone: (305) 296-7227
Facsimile: (305) 296-8448
E-mail: Bart@SmithHawks.com

UPLOADED TO CITYVIEW ePORTAL

July 3, 2025

Jennifer DeBoisbriand, Planning Director
Islamorada, Village of Islands Planning & Development Services
86800 Overseas Highway
Islamorada, FL 33036
Email: Jennifer.DeBoisbriand@Islamorada.FL.US

RE: NOTICE OF APPEAL: VILLAGE'S ENVIRONMENTAL DETERMINATION

Dear Jennifer,

Please allow this correspondence to serve as a formal appeal application ("Appeal"), by **BONEFISH HOLDINGS LLC** ("Applicant") as required in Islamorada, Village of Islands' ("Village") Code of Ordinances ("Code"). Pursuant to Code Sec. 30-281, Applicant is appealing the Village's Environmental Determination for the Applicant's real Property, having Monroe County Parcel Identification Numbers 00404520-000000; 00404260-000000; 00404270-000000; 00404280-000000; 00404290-000000; 00095045-000300; 00095045-000100; and 00095045-000201.

Applicant is appealing the Village's Environmental Determination, attached hereto as **Exhibit A**. Applicant will supplement this Appeal with a memorandum of law and witness list within the required time frame prior to the Village Council meeting.

If you have any questions and/or concerns, or require anything further, please do not hesitate to reach out to the office.

Sincerely,



Jess Miles Goodall

BWS/JG/bg



ISLAMORADA, VILLAGE OF ISLANDS
PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
86800 Overseas Highway • Islamorada, Florida 33036 • www.islamorada.fl.us

June 11, 2025

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Smith Hawks
138 Simonton Street
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Please let me know if you have additional questions.

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Jennifer DeBoisbriand
Planning Director

EXHIBIT A



**ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA
PLANNING AND DEVELOPMENT SERVICES DEPARTMENT**

86800 Overseas Highway • Islamorada, Florida 33036
Phone 305-664-6400 • Fax 305-664-6467 • www.islamorada.fl.us

Preapplication Response Memo- Village Response Items 1 and 2

Date: June 4, 2025

To: Jess Miles Goodall, Smith Hawks Attorneys at Law

From: Daniel Parobok, Senior Environmental Planner

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EXHIBIT A

listed as “disturbed” by KEYWEP and it is defined as “Sparsely vegetated. Course or fine substrate. Algal mats may be present on fine substrates, sometimes as the only vegetative cover. Some beaches may also have this signature.”. The Wetland does not meet this definition.

Prior to the illegal wetland disturbance in 2017, the Wetland existed undisturbed. Following the extensive restoration project and years of continued establishment, the vegetative community and hydrologic regime have been successfully restored back to natural conditions. In the current condition, the Wetland is classified by the Village as “Undisturbed Saltmarsh and Buttonwood Wetland”. This habitat is defined in Section 30-32 as “*Saltmarsh* and *buttonwood* mean two plant associations that are sometimes collectively or individually referred to as the transitional wetland zone. The saltmarsh community is a wetland area subject to tidal influence, and the vegetation is dominated by non-woody ground covers and grasses. Woody vegetation that may be present includes the three species of mangroves, as well as buttonwood (*Conocarpus erectus*); however, the saltmarsh community is distinguished by the dominance of non-woody plants, and the woody species have a coverage of less than 40 percent. The saltmarsh community may be associated and intermixed with areas of almost bare ground on which the vegetation may be limited to mats of periphyton. The buttonwood wetland is a wetland that is usually present in the more landward zone of the transitional wetland area, and may intermix with more upland communities. The buttonwood wetland is distinguished from the saltmarsh wetland by the dominance of buttonwood trees, usually occurring as an open stand that permits the growth of an understory of ground covers and shrubs. The buttonwood wetland is, in turn, distinguished from more upland communities by the presence of graminoids and halophytic ground covers under its open canopy, and generally by the lack of an appreciable layer of humus and leaf litter. As referenced throughout this chapter, “saltmarsh and buttonwood habitat” refers collectively and individually to saltmarsh and buttonwood habitats for the purpose of determining regulatory requirements.”.

Following the successful restoration of the vegetative community and hydrologic regime, the wetland does not fit the definition of “Disturbed land” as defined in Section 30-32 “*Disturbed land* means land or an area of land that manifests signs of environmental disturbance which has had an observable effect on the structure and function of the natural community which existed on the site prior to the disturbance”.

The habitat map maintained by the Village shows that this site contains several habitat types including Buttonwood Association, Disturbed with Beach Berm, Mangrove, Disturbed with Hammock, and Hammock. The data shown on this map pre-dates the illegal disturbance and subsequent successful restoration of the hammock, wetlands, and beach berm. Pursuant to Section 30-1612(b), “*Review and amendment.* The habitat and protected animal species maps may be refined to reflect conditions legally in existence on February 28, 1986. The habitat and protected animal species maps as referenced throughout this division shall be intended only to serve as a general guide to habitat types for the purpose of preliminary determination of regulatory requirements. Final habitat determinations shall be based upon field verification. Unlawful conditions shall not be recognized when determining regulatory requirements.”, the habitat classification of the Wetland has been field verified as an undisturbed saltmarsh buttonwood wetland. Two other habitat types exist on the properties, which have been field verified, and are Tropical Hardwood Hammock and Beach Berm. These two habitats have been successfully restored to undisturbed conditions.

Regards,

A handwritten signature in blue ink, appearing to read "Dan Parobok".

Daniel Parobok, Senior Environmental Planner

Attachment A- Detailed KEYWEP Scoring

KEYWEP Scoring Rational for Assessment Area 1 (Parcels 00404520-000000; 00404260-000000; 00404270-000000; 00404280-000000; 00404290-000000; 00095045-000300; 000950-0001; 00095045-000100; AND 00095045-000201)

Page 3- Water Quality Enhancement:

Nutrient Variable (WQV1) (0.1, .03, OR 0.5)

Most of the AA is covered by a layer of marl of varying depths. Some areas of exposed limestone are present. Crevasses in the limestone contain marl. 0.5

% Veg in Wetland (WQV2) (0-1.0)

Total vegetative cover is approximately 90%. This covers all vegetative cover classes. 0.9

Roughness (WQV3) (0.1, 0.5, OR 1.0)

On the scale for Manning's n coefficient of roughness, the score is 0.6. A majority of the AA is dense green buttonwood cover with the remaining area containing black mangrove pneumatophores, red mangrove prop roots, tufting grasses, and succulent herbs. The presence of dense woody vegetation is a significant factor for roughness. 1.0

Sediment Removal (WQV3) (0.1 OR 0.5)

The AA is bordered by hammock on the landward side and a beach berm on the waterward side. These features serve to contain surface water within the AA before it is released into nearshore water bodies. Within the AA, a vegetative coverage of 90% contains dense green buttonwood, black mangrove pneumatophores, red mangrove prop roots, tufting grasses, and succulent herbs. Evidence of velocity attenuation is sparse due to the inflow coming from the adjacent properties and from the adjacent highway, flowing through hammock and dense wetland vegetation. Due to the topography and vegetative cover, velocity attenuation is high. 0.5

Subtotal 1.9

Shoreline Anchorage

% Vegetative Edge (SAV1) (0-1.0)

The AA is a closed system without a connection to open water at mean low tide. The AA is bordered by hammock on the landward side and a beach berm on the waterward side. This criteria is not applicable to the AA. 0.0

Subtotal 0.0

Page 4- Storm Water Infiltration/Detention:

Infiltration (SWV1) (0.1, 0.3, OR 0.5)

Most of the AA is covered by a layer of marl of varying depths. Some areas of exposed limestone are present. Crevasses in the limestone contain marl. Pursuant to the KEYWEP substrate scale, this has a permeability rating of Interim. **0.3**

Surface Water Expansion (SWV2) (0.1 OR 0.5)

The AA is bordered by hammock on the landward side and a beach berm on the waterward side. During site visits, visible water lines are present on vegetation. Following rain events, surface waters are present. **0.5**

Subtotal 0.8

Page 5- Habitat Index:

Surface Water Present (HV1) (0 or 1)

Surface waters were observed to be present for a majority of the past several years during site visits. Surface waters are present for a duration that supports macroinvertebrates. Site visits occurring during periods high water observed small fishes, likely Mosquitofish (*Gambusia holbrooki*). **1.0**

Habitat Cover Types (HV1) (0.1, 0.5, OR 1)

Per KEYWEP, the total number of habitat types are those that are within and immediately adjoining the AA. Per KEYWEP guidance the scores correlate as: >3 habitat types, 0.1; 3 habitat types, 0.5; <3 habitat types, 1. There are 5 KEYWEP habitat types within and immediately adjacent to the AA. These include Mangrove Forest, Open Salt Marsh, Buttonwood Salt Marsh, High Beach Dune, and Hammock. **1.0**

Wetland-Dependent Use Diversity (HV3) (0.1, 0.5, 1)

Per KEYWEP guidance the scores correlate as: invertebrates only, 0.1; one vertebrate, 0.5; >1 vertebrate, 1.0. During the many site visits, the following were observed directly or indirectly within the AA: invertebrates (snails, crabs), birds (white ibis, great egret, blue heron, green heron, mourning dove, bluewing teal, etc.), racoons, and opossums. **1.0**

T&E Use-Foraging/Resting (HV4) (0.1, 0.3, OR 0.5)

Per KEYWEP guidance the scores correlate as: negligible use 0.1; possible use, 0.3; probable use, 0.5. The KEYWEP habitat types used to determine Threatened and Endangered species use are Mangrove Forest (MF), Buttonwood Salt Marsh (BSM), and Open Salt Marsh (OSM). Using the KEYWEP Threatened and Endangered Species Index and Supplemental Guidance, there are five species that could potentially use the AA for foraging and resting. Those species include American Alligator, American Crocodile, Eastern Indigo Snake, Piping Plover, and Peregrine Falcon. Based on numerous site visits and observations of wildlife, it is probable that at least Piping Plovers and Peregrine Falcons could use the site for resting and foraging. **0.5**

T&E Use-Foraging/Resting (HV4) (0.1, 0.3, OR 0.5)

Per KEYWEP guidance the scores correlate as: negligible use 0.1; possible use, 0.3; probable use, 0.5. The KEYWEP habitat types used to determine Threatened and Endangered species use are Mangrove Forest (MF), Buttonwood Salt Marsh (BSM), and Open Salt Marsh (OSM). Using the KEYWEP Threatened and Endangered Species Index and Supplemental Guidance, there is one species that could potentially use the AA for breeding, the American Crocodile. Based on numerous site visits and local knowledge of the area, the AA likely has negligible use by American Crocodiles. 0.1

Subtotal 3.6

Page 6- Landscape Context:

Community Connectivity (LV1) (0, 0.5, OR 1.0)

Per KEYWEP guidance the scores correlate as: all requirements met for none, 0.0; all requirements met for some, 0.5; all requirements met for all, 1.0. Per the KEYWEP target species list, the following species are targets: Mangrove Cuckoo, Prairie Warbler, American Crocodile, and Eastern Indigo Snake. Using the reference material and minimum home range list in the KEYWEP manual, the AA meets all the requirements for one species, the Prairie Warbler. 0.5

Disturbance Regime (LV2) (0, 0.3, 0.7, OR 1.0)

Per KEYWEP guidance the scores correlate as: surrounded by development, 0; adjacent to development, 0.3; close to development but buffered from it, 0.7; no nearby development, 1.0. The AA is near a paved road on the north side, and houses on the east and west sides. On all three sides the AA is buffered from the development by hammock and native hardwood vegetation. 0.7

Subtotal 1.2

TOTAL FUNCTIONAL INDEX :7.5

RESOLUTION NO. 26-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING ADMINISTRATIVE APPEAL OF THE ENVIRONMENTAL DETERMINATION OF THE VILLAGE'S BIOLOGIST FILED BY BARTON W. SMITH, AGENT FOR BONEFISH HOLDINGS LLC (APPELLANT) FOR PROPERTY LOCATED ON OLD HWY, HAVING REAL ESTATE NUMBERS 00404520-000000;00404260-000000;00404270-000000;00404280-000000; 00404290-000000;00095045-000300; 00095045-000100 AND 00095045-000201, ON UPPER MATECUMBE KEY; AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS RESOLUTION TO THE STATE DEPARTMENT OF COMMERCE AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS RESOLUTION FROM THE STATE DEPARTMENT OF COMMERCE.

WHEREAS, Bonefish Holdings LLC, (the "Appellant") filed an Application for Administrative Appeal (the "Appeal") pursuant to Section 30-281 of the Code of Ordinances of Islamorada, Village of Islands (the "Village"); and

WHEREAS, the purpose of the Appeal is to seek the Village Council's review of an environmental determination made by the Village Biologist of behalf of the Director of Planning (the "Director") regarding a the Appellant's property located on Vacant Land on Upper Matacumbe Key, as legally described in Exhibit "A" attached hereto; and

WHEREAS, on June 11, 2025, the Planning and Development Services Department issued a determination regarding the classification of the wetlands and habitat on the Appellant's property; and

WHEREAS, on July 3, 2025, the Appellant filed the Appeal of the Director's decision; and

WHEREAS, on January 8, 2026, a public hearing was held before the Village Council pursuant to Section 30-281 of the Village Code of Ordinances (the "Code").

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

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

Section 2. Findings of Fact.

The Village Council having considered the testimony and evidence presented by all parties, including the Appellant and the Director, does hereby find and determine:

- (1) The Council heard the Appeal on January 8, 2026.
- (2) The hearing was duly noticed pursuant to Section 30-213(j) of the Code and all interested parties concerned in the matter were given an opportunity to be heard.
- (3) The Director presented the written recommendation of the Village Staff dated January 8, 2026, to the Village Council.
- (4) The criteria required pursuant to Section 30-473(d)(1) of the Village Code **has/has not** been satisfied by the Appellant.
- (5) The criteria required pursuant to Section 30-473(d)(2) of the Village Code **has/has not** been satisfied by the Appellant.
- (6) The criteria required pursuant to Section 30-473(d)(3) of the Village Code **has/has not** been satisfied by the Appellant.
- (7) The granting of the appeal **is/is not** supported by the facts and documents presented.

Section 3. Conclusions of Law.

Based upon the above Findings of Fact, the Village Council does hereby make the following Conclusions of Law:

- (1) The Appeal has been processed in accordance with the Village's Comprehensive Plan and Land Development Regulations, including Section 30-281 of the Village Code; and
- (2) In rendering its decision, as reflected in this Resolution, the Village Council has:
 - (a) Accorded procedural due process; and
 - (b) Observed the essential requirements of the law; and
 - (c) Supported its decision by competent substantial evidence of record; and
- (3) In accordance with Sections 30-281(d), (e) and (f) of the Village Code, the Administrative Appeal submitted by the Appellant is hereby **GRANTED/DENIED**.

Section 4. Effective Date.

This Resolution shall not take effect until after both thirty (30) days following the date it is filed with the Village Clerk, during which time the Request herein shall be subject to appeal as provided in the Code; and following the thirty (30) days, this resolution shall not be effective or acted upon by the Applicant until forty-five (45) days following the rendition to the Department of Commerce (DOC), pursuant to Chapter 9J-1 of the Florida Administrative Code. During those forty-five (45) days, the DOC may appeal this resolution to the Florida Land and Water Adjudicatory Commission, and that such an appeal stays the effectiveness of this Resolution until the appeal is resolved by agreement or order.

Remainder of the page intentionally left blank.

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS:

Mayor Don Horton

Vice Mayor Sharon Mahoney

Councilmember Deb Gillis

Councilmember Steve Friedman

Councilmember Anna Richards

PASSED AND ADOPTED THIS 8th DAY OF JANUARY 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 J. QUICK, VILLAGE ATTORNEY

This Resolution was filed in the Office of the Village Clerk of this ____ day of _____, 2026.



Council Communication

To: Mayor and Village Council
From: Jennifer DeBoisbriand , Planning Director
Date: January 8, 2026
SUBJECT: **Tide Avenue - Road Abandonment TAB E**

Background:

Corey Scherber, the Applicant, has submitted an application for a Right-of-way (ROW) Abandonment seeking to abandon and vacate a portion of Village-owned right-of-way containing approximately 1,600 square feet of Tide Avenue at the northwesterly most point of Tide Avenue as shown on Exhibit "A" Sketch of Description.

During the public notice process, a letter is required to be sent via certified mail to adjacent property owners located within three hundred (300) feet of the proposed right-of-way abandonment, posting of the property, and notice in a local publication. As of the writing of this report, no comments have been received.

Analysis:

The adjacent properties surrounding the requested road abandonment petition are within the Residential Single Family (R1) Zoning District.

The area proposed for abandonment is a paved and improved portion of right-of-way known as Tide Avenue and is currently being used as the end of Tide Avenue. All the property surrounding the area requesting to be abandoned is owned by the Applicant.

The Applicant seeks the abandonment as described above in accordance with the procedures set forth in Section 50-56 of the Village Code of Ordinances (the "Code"). The Applicant has listed the following reason for the proposed abandonment:

Surrounding parcels have Unity of Title.

Findings:

Village Staff has determined that the requested abandonment of right-of-way is consistent with Chapter 50 Article IV, Abandonment of Rights-of-way and Easements, of the Village Code.

Pursuant to Article IV, Abandonment of Rights-of-Way and Easements, of Chapter 50 of the Code, the vacation and abandonment of rights-of-way and easements shall meet the following criteria:

(a) The Village Council may, of its own motion, or upon application of any person, adopt a resolution vacating, abandoning, discontinuing, and closing any existing public street, alleyway, road, highway, or easement, and renouncing and disclaiming any right of the village

and the public in connection therewith, upon a finding that there is no public interest in continued access by such right-of-way or easement.

(b) Prior to the adoption of such resolution, the village shall hold a public hearing, to be noticed in accordance with the standards set forth in 30-218. The abandonment shall not be granted unless all affected property owners agree to the abandonment.

(c) The resolution, as adopted, shall be recorded in the public records of the county.

Pursuant to Code Section 50-56(b), all affected property owners are required to agree to the abandonment. Please note that the applicant owns the only property that would be affected by the abandonment.

The Florida Keys Aqueduct Authority (FKAA) Board of Directors provided a letter of no objection. FKAA has facilities located within the area of requested abandonment and the Applicant will be responsible to relocate the water main and meters under an FKAA permit.

Florida Keys Electric Cooperative (FKEC) has not provided any letter regarding the abandonment of the right-of-way.

The Village's Wastewater Department and Fire Department have reviewed the requested abandonment and have recommended the following conditions of approval:

1. Must maintain fire department access width of 15' to within 50' of front door or sprinkle the building.
2. If any gates are proposed, clear width of 15' required and Knox Box system access required.
3. If approved, all utilities will be relocated at applicant/property owner's expense.
4. Affected storm water capacity shall be corrected at applicant/property owner's expense.

Budget Impact:

If ownership of the subject right-of-way transfers from the Village to private ownership, the parcel that gains additional property area is subject to the assessment of ad valorem property taxes based on the assessed taxable value. This has the potential to increase the Village's general fund revenues from ad valorem taxes in the future.

Staff Impact:

None

Recommendation:

Staff has reviewed the request for ROW Abandonment and determined that the request complies with applicable provisions of the Code of Ordinances. Staff recommends that the Village Council **APPROVE with the following conditions** the proposed ROW Abandonment application by adoption of the attached Resolution.

1. Must maintain fire department access width of 15' to within 50' of front door or sprinkle the building.
2. If any gates are proposed, clear width of 15' required and Knox Box system access required.

3. If approved, all utilities will be relocated at applicant/property owner's expense.
4. Affected storm water capacity shall be corrected at applicant/property owner's expense.
5. The Applicant will be responsible to relocate the water main and meters under an FCAA permit.

- Attachments:**
1. Tide Ave CC Back Up
 2. Resolution Road Abandonment Tide Ave



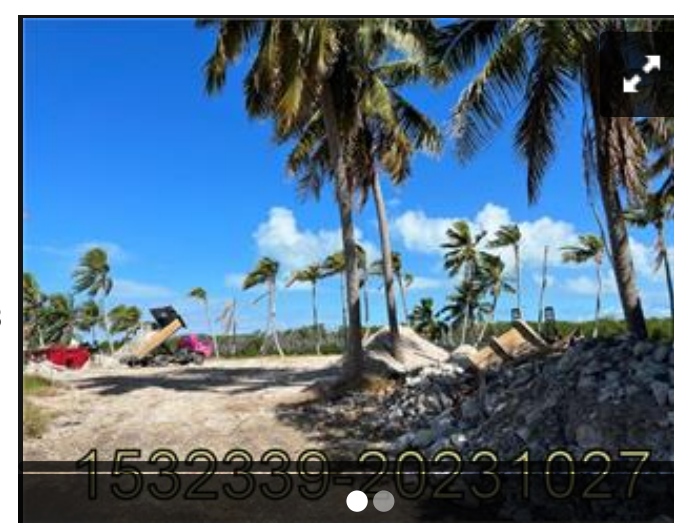
Disclaimer

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.

By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID 00434520-000000
 Account# 1532339
 Property ID 1532339
 Millage Group 50VI
 Location 240 TIDE Ave, PLANTATION KEY
 Address
 Legal BK 6 LTS 9-10 & PT PARK EDENAIRES PB4-32 PLANTATION KEY OR390-59 OR446-266 OR1063-2299 OR1514-021
 Description OR1623-1279 OR1623-1281 OR1623-1283 OR1642-653C OR1623-1290 OR1642-655C OR1922-921C OR1922-923 OR2247-896A OR2727-2013 OR3112-0222 OR3112-0224 OR3112-0226 OR3245-1964
 (Note: Not to be used on legal documents.)
 Neighborhood 1663
 Property VACANT RES (0000)
 Class
 Subdivision EDENAIRES
 Sec/Twp/Rng 33/62/38
 Affordable No
 Housing



Information



Monroe County, Florida
 500 Whitehead Street
 Key West, FL 33040
 www.mcpafl.org

Property Appraiser
 Scott P. Russell, CFA
 (305) 292-3420



[Property Information Request](#)

Contact Us:
webmaster@mcpafl.org

Announcements

[How to use the Beacon site - view Demo Videos](#)

Owner

SCHERBER COREY
 16600 63rd Ave N
 Maple Grove MN 55311

Valuation

	2023 Certified Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
+ Market Improvement Value	\$0	\$0	\$251,798	\$301,170
+ Market Misc Value	\$129,850	\$130,809	\$164,669	\$179,436
+ Market Land Value	\$3,367,761	\$2,802,016	\$1,986,737	\$2,035,645
= Just Market Value	\$3,497,611	\$2,932,825	\$2,403,204	\$2,516,251
= Total Assessed Value	\$3,226,108	\$2,932,825	\$2,138,121	\$1,943,746
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$3,497,611	\$2,932,825	\$2,403,204	\$2,516,251

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	\$2,802,016	\$0	\$130,809	\$2,932,825	\$2,932,825	\$0	\$2,932,825	\$0
2021	\$1,986,737	\$251,798	\$164,669	\$2,403,204	\$2,138,121	\$0	\$2,403,204	\$0
2020	\$2,035,645	\$301,170	\$179,436	\$2,516,251	\$1,943,746	\$0	\$2,516,251	\$0
2019	\$2,035,645	\$301,170	\$180,071	\$2,516,886	\$1,767,042	\$0	\$2,516,886	\$0
2018	\$1,737,496	\$301,170	\$163,531	\$2,202,197	\$1,606,402	\$0	\$2,202,197	\$0

The Maximum Portability is an estimate only and should not be relied upon as the actual portability amount. Contact our office to verify the actual portability amount.

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
RES WATERFRONT UNPERMITTED (01WM) (9500)	12.35000	Square Foot	0	0
PERMITTED SFR CANAL WATER (01CWP)	0.08	Acreage	0	0
	21.35000	Square Foot	0	0

Yard Items

Description	Year Built	Roll Year	Size	Quantity	Units	Grade
CONC PATIO	1975	1976	0 x 0	1	2237 SF	1
CONC PATIO	1975	1976	0 x 0	1	2849 SF	1
BOAT LIFT	2005	2006	0 x 0	1	1 UT	3
CONCRETE DOCK	1975	1976	10 x 130	1	1300 SF	3
SEAWALL	1975	1976	4 x 91	1	364 SF	1
SEAWALL	1975	1976	4 x 120	1	480 SF	2
SEAWALL	1975	1976	5 x 189	1	945 SF	1
WOOD DOCKS	2004	2005	88 x 5	1	440 SF	5
UTILITY BLDG	1975	2005	20 x 42	1	840 SF	5
CONC DAVITS	1975	1976	0 x 0	1	2 UT	1
CONCRETE DOCK	1975	1976	7 x 42	1	294 SF	3

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
9/26/2023	\$100,000	Warranty Deed	2435002	3245	1964	37 - Unqualified	Vacant		
7/8/2021	\$366,700	Warranty Deed	2329838	3112	0224	19 - Unqualified	Vacant		
7/8/2021	\$366,700	Warranty Deed	2329837	3112	0222	19 - Unqualified	Vacant		
6/8/2021	\$366,700	Warranty Deed	0226	3112	0226	19 - Unqualified	Vacant		
8/18/2003	\$1,300,000	Warranty Deed		1922	923	Q - Qualified	Improved		
3/7/2000	\$300,000	Warranty Deed		1623	1281	U - Unqualified	Improved		
2/1/1970	\$9,500	Conversion Code		446	266Q	Q - Qualified	Improved		

Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
PRBLD202101012	8/20/2021	11/5/2021	\$15,000	Residential	
20041484	1/19/2005	12/31/2005	\$1		WOOD DOCK AND BOAT LIFT

View Tax Info

[View Taxes for this Parcel](#)

Photos



Map



TRIM Notice

[2023 TRIM Notice \(PDF\)](#)

No data available for the following modules: Buildings, Sketches (click to enlarge).



Florida Keys Aqueduct Authority

1100 Kennedy Drive
Key West, Florida 33040
Telephone (305) 296-2454
www.fkaa.com



Richard J. Toppino
Chairman
District 2

J. Robert Dean
Vice-Chairman
District 3

Cara Higgins
District 1

Luis Gonzalez Sr.
District 4

Nicholas W. Mulick
Secretary/Treasurer
District 5

Gregory W. Veliz
Executive Director

November 10, 2025

Corey Scherber
16600 63rd Ave N
Maple Grove, MN 55311
Email: scherberco@yahoo.com

RE: Right-of-Way Abandonment -
A 20-foot wide right-of-way adjacent to 240 Tide Avenue, Plantation Key

Dear Corey,

The FCAA Board of Directors has no objection to the Right-of-way Abandonment of a 20-foot wide right-of-way adjacent to 240 Tide Avenue, Plantation Key, known as Lot 9, Block 6, the Park and the Boat Basin as shown on the Plat of Edenaire, according to the Plat thereof as Recorded in Plat Book 4, Page 32, of the Public Records of Monroe County, Florida. This was approved at the meeting on November 4, 2025.

The FCAA has an existing 4" water main and a water meter located within the area of requested abandonment. You will be responsible to relocate the water main and meters under FCAA permit. Attached is the signed Right-of-way Abandonment Agreement for Utilities Construction and Relocation. Monroe County will require the relocation work to be completed before proceeding with the abandonment. The permit process starts on FCAA's website, under Self Service, Utility Permit Request.

Should you have any questions or require any further information please feel free to call me.

Sincerely,

Kimberly Judge
Utility Design Supervisor



BOARD OF DIRECTORS, FLORIDA KEYS AQUEDUCT AUTHORITY

AGENDA ITEM SUMMARY

AGENDA ITEM: DOE-01 TAB: 1 CONSENT: REGULAR:

MEETING DATE: 11/04/2025 DEPARTMENT: Division of Engineering

AGENDA TITLE:

Consent to the owner's request for the abandonment of a 20-foot wide right-of-way adjacent to 240 Tide Avenue, Plantation Key, known as Lot 9, Block 6, the Park and the Boat Basin as shown on the Plat of Edenaire, according to the Plat thereof as Recorded in Plat Book 4, Page 32, of the Public Records of Monroe County, Florida..

DOCUMENTATION: Included: To-Follow: Not Required:

Cost to FCAA: \$ 0
Cost to Others: \$ _____
Total Cost: \$ 0

BUDGETED: Yes No

Department: Division of Engineering

Department Director: [Signature]

Exe. Director: [Signature]

Chief Financial Officer: [Signature]

Internal Auditor: _____

Chief Operations Officer: [Signature]
General Counsel: [Signature]

BOARD ACTION:

Approved: Tabled: Disapproved: Recommendation Revised:

Comments: _____

Date: 11.4.25

Recording Clerk: [Signature]

Return to:
Monroe County
Monroe County Planning & Environmental Resources
2798 Overseas Highway, Suite 400
Marathon, FL 33050

Prepared by:

----- Space Above This Line For Recording -----

**RIGHT-OF-WAY ABANDONMENT AGREEMENT FOR UTILITIES CONSTRUCTION
AND RELOCATION**

This Agreement entered into this 15 day of Oct, 2025 by Corey Scherber
PETITIONER PROPERTY OWNER (hereinafter "PETITIONER"); and

WHEREAS, Monroe County Code ("Code") Section 19-1 authorizes, in certain circumstances, abandonment of a County right-of-way; and

WHEREAS, Code Section 19-1 provides, in relevant part, that "*No right-of-way shall be abandoned unless there is an agreement to do so by all affected property owners.*" For purposes of this Section, an affected property owner is the owner of property which, if such right-of-way is abandoned, s/he will have, concerning said right-of-way, currently used access eliminated; and

WHEREAS, Code Section 1-2 defines "*property*" as including both "*real and personal property*," which therefore includes an affected owner of personal property (for example, an owner of an existing utility line who does not have a real property interest (such as an easement) in the same); and

WHEREAS, the PETITIONER has obtained a utility's "Conditional Letter of No Objection" in which said entity FKAA states that it has "No objection to the abandonment of the portion of Tide Ave conditioned on _____; and;

WHEREAS, the PETITIONER hereby covenants with the County, by this duly executed and recorded Agreement, that relocation of such utility(ies) shall be the sole responsibility of the PETITIONER and be at PETITIONER's sole expense (unless PETITIONER and such utility(ies) agree to otherwise); and

NOW THEREFORE, for and in consideration of the sum of TEN and 00/100 DOLLARS (\$10.00), and as an inducement for the County for approval of this Agreement, together with other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged and attested to by all parties hereto, the PETITIONER agrees and covenants as follows:

1. The foregoing recitals are true and correct and are hereby incorporated as if fully stated herein; and

2. The PETITIONER desires to relocate the FKAA utility(ies), pursuant to the Code, in compliance with the Monroe County Comprehensive Plan, and all other applicable local, state, and federal laws, at that certain below-described real property:

Parcel(s)/Lot(s): 9-10 Block: 6

Subdivision: Edenace

Key: Plantation Key Plat Book: 934 Page: 32

Approximate Mile Marker: 90

Real Estate Number(s): 1532339; and

3. All notices, consents, approvals, or other communications to the County hereunder shall be in writing and shall be deemed properly served if sent by U.S. Postal Service Certified Mail, return receipt requested, in the following form and address:

Monroe County Planning & Environmental Resources
Attn: Director of Planning
2798 Overseas Highway, Suite 400, Marathon, FL 33050

4. Any and all construction(s) or interpretation(s) of the Monroe County Code shall be deferred in favor of the County and such construction and interpretation shall be entitled to great weight on trial and on appeal; and
5. **RECORDATION.** The PETITIONER hereby agrees to and shall, once executed by both parties, record this Agreement with the Monroe County Clerk of Court and in the Public Records of Monroe County, and shall solely pay any and all costs associated with such recordation; and
6. **AMENDMENT OR MODIFICATION.** No amendment(s) or modification(s) to this Agreement is/are effective unless the County agrees, consents, and joints in writing thereto. The undersigned PETITIONER shall record any such amendment(s) or modification(s) to this Agreement, and shall solely pay any and all costs and expenses associated with the recordation of any such amendment(s) and modification(s); and
7. **LIMITATION OF LIABILITY.** The PETITIONER hereby expressly waives its rights to a jury trial and any rights it may have to bring a claim against the County for personal damage or injury, or damage or injury to property, that is allegedly caused by the negligent action or inaction of the County or an employee or agent of the County arising from or caused by the County's authorization(s), activity(ies), or inactivity related to this Agreement, further holds the County harmless from the claims of all persons for action(s), inaction(s), activity(ies), damage(s), expense(s), and loss(es) occurring on the above-described property and location(s)/site(s) therein, and the PETITIONER shall be solely responsible and liable for and to any and all parties who engage in or otherwise perform work relating to said construction/development of the above-described and below-described utility(ies) relocation(s), and the County shall in no way be either responsible or liable for any injury caused by the tools, materials, or equipment used by the

PETITIONER, its employees or agents, or used by the PETITIONER's Contractor(s), or its employees or agents; and

8. **INDEMNIFICATION.** The PETITIONER hereby agrees to indemnify and defend the County and its commissioners, officers, employees, and agents, from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by or property interest(s) held by Monroe County) and any other losses, damages, and expenses (including attorney's fees), arising from any injury or damage in connection with this Agreement; and
9. **PAYMENT.** The PETITIONER is and shall be solely responsible for all costs incurred in the carrying out of such the utility(ies) relocation(s) project(s) construction/development. It is hereby understood by the parties that the County shall incur no cost for or in relation to such project construction/development. It is further hereby understood that there are no third-party beneficiaries to this Agreement, and that no Contractor or Sub-Contractor, or any other person or entity, shall look to County for payment related to such project construction/development; and
10. **COMPLIANCE WITH LAWS.** The PETITIONER shall comply with all Articles of Incorporation, Bylaws, laws, ordinances, and governmental rules and regulations that apply to this Agreement and to its activities on at the above-described real property location(s)/site(s). The PETITIONER shall obtain all necessary permits, approvals, inspections, and authorizations as may be required by such Articles of Incorporation, Bylaws, and local, state, and federal governments and agencies; and
11. **JURISDICTION AND VENUE.** This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida and the United States. Exclusive venue for any dispute arising under this Agreement shall be in the Sixteenth Judicial Circuit in and for Monroe County, Florida. This Agreement shall not be subject to arbitration. If the County brings an action to enforce the provisions, restrictions, or terms contained herein and prevails in any such action, on trial or appeal, the County shall be entitled to reasonable attorney's fees to be paid by the losing party(ies), at figures fixed by the court, as well as the reasonable cost(s) of restoring such land to the natural vegetative and hydrologic condition existing at the time of execution and recordation of this Agreement. These remedies are in addition to any other remedy, fine, or penalty which may be applicable under Chapter 162, 373, and 403, Florida Statutes, and any other action at law or in equity; and
12. **TERMINATION/REVOCAION OF RIGHT OF WAY ABANDONMENT.** The PETITIONER hereby agrees to submit a complete right of way permit application with Monroe County and FKAA within one hundred eighty (180) days of the effective date of the County's approval of the corresponding petition for right-of-way abandonment. If the PETITIONER fails to so relocate such utility(ies) in accordance with the FKAA Utility permit(s) and Monroe County right-of-way permit(s), or fails to completed construction of such utility(ies) within said time-frame, said previously abandoned right-of-way shall immediately revert back to the County. Nothing contained herein shall be construed to prohibit, limit, or otherwise restrict the County's authority to terminate this Agreement, a duly approved right-of-way abandonment petition, a right-of-way permit, or any other permit(s), approval(s), or inspection(s) corresponding to this Agreement or its corresponding right-of-way abandonment petition, pursuant to applicable provisions of the Monroe County Code and/or the permit(s) applied for or issued pursuant to this Agreement; and

13. **ENFORCEMENT.** In the event of any breach or violation of the restrictions or terms contained herein, the County shall, without liability to the County, have the right to unilaterally and without notice terminate this Agreement, and to proceed at law or in equity as may be necessary to enforce compliance with the restrictions or terms hereof, and to otherwise prevent the breach or violation of any of them, to collect damages, and may enforce this Agreement by emergency, preliminary, and permanent injunction, including ex parte action and motion for such injunction(s), it being agreed that the County would have no adequate remedy at law, or such other legal method as the County deems appropriate. Uncured breach of violation of this Agreement by the PETITIONER shall, without any additional notice beyond this Agreement's recordation, entitle the County to immediately suspend and/or rescind, without liability to the County, development applications and pending or issued permits, approvals, or inspections relating to this Agreement, except for those permits, approvals, or inspections necessary to cure such breach or violation. The PETITIONER hereby agrees to and shall pay for all costs associated with the County's enforcement action(s). Such County enforcement shall be at the County's discretion. Failure of the PETITIONER to comply with or perform any act required by or under this Agreement shall not impair the validity of this Agreement, and County delay or failure to enforce, however long continued, shall not be deemed a waiver or estoppel of the right to do so thereafter as to any such violation or breach; and
14. **AUTHORIZED SIGNATORY.** The signatory for the PETITIONER, below, certifies and warrants that:
- (a) The PETITIONER's name as set forth in this Agreement is its full and correct legal name (if an entity, as designated in its corporate charter and as formally registered with the State).
 - (b) The individual executing this Agreement is duly authorized to so act and execute such Agreement on behalf of the PETITIONER.
 - (c) As applicable, this Agreement has been duly approved by the PETITIONER's Board of Directors and/or members, consistent with and compliant with the PETITIONER's Articles of Incorporation, Bylaws, and all local, state, and federal law(s).
 - (d) Furthermore, as applicable, the PETITIONER shall, upon execution of this Agreement, provide copies a list of its current Board of Directors and/or managers, a properly executed and notarized corporate resolution approving this Agreement, a copy of its current Articles of Incorporation, and, if PETITIONER has or is otherwise subject to Bylaws, a copy of such current Bylaws.
15. **SEVERABILITY.** If any condition, provision, reservation, restriction, right, or term of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such condition, provision, reservation, restriction, right, or term shall neither limit nor impair the operation, enforceability, or validity of any other condition, provision, reservation, restriction, right, or term thereof. All such other conditions, provisions, reservations, restrictions, rights, and terms shall continue unimpaired in full force and effect; and
16. **PARAGRAPH HEADINGS.** Paragraph headings, where used herein, are inserted for convenience only and are not intended to descriptively limit the scope and intent of the particular paragraph to which they refer; and

17. **EFFECTIVE DATE.** This Agreement constitutes the entire Agreement and any representation or understanding of any kind preceding the date of this Agreement's execution or recordation is not binding on the County or the PETITIONER except to the extent it has been incorporated into this Agreement. This Agreement shall become effective upon recordation in the Public Records of Monroe County; and
18. **BINDING EFFECT.** The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and the PETITIONER and their respective legal representatives, successors, and assigns. However, this Agreement shall not be conveyed, assigned, or otherwise transferred from the PETITIONER. Any such transfer requires County approval, and any such transfer absent County approval shall immediately render this Agreement void ab initio; and

This Agreement is made in reliance upon information, representations, and documents provided by the PETITIONER(S). If, at some later date, Monroe County determines that such information, representations, and/or documents contained false or misleading information material to the County's consideration and assent to this Agreement, the County reserves the right, in its discretion, to revoke such consideration and assent and to rescind this Agreement and to pursue all remedies at law and equity, for injuries to the County caused by the submission of such false or misleading material information.

EXECUTED ON THIS 15th day of October, 2025.

WITNESSES

Clay Buranen
Witness No. 1 (Print Name)

Clay Buran
Witness No. 1 (Signature)

Denise K Haechrel
Witness No. 2 (Print Name)

Denise K Haechrel
Witness No. 2 (Signature)

PETITIONER(S)

Corey Scherber
Petitioner No. 1 (Print Name)

[Signature]
Petitioner No. 1 (Signature)

Oct 15 2025
Date (Print)

Authorized Official Capacity (Applicable if Entity
Petitioner Executing Through Entity Owner's Director,
Officer, Trustee, or other Authorized Official (Print Title
of Authorized Capacity/Position))

Non-Entity Petitioner's/Non-Entity Petitioner's Principal
Mailing Address (Print)

Entity Petitioner - Mailing Address (Print)

Entity Petitioner - Registered Agent Name (Print)

Entity Petitioner - Registered Agent Mailing Address
(Print)

Witness No. 1 (Print Name)

Petitioner No. 2 (Print Name)

Witness No. 1 (Signature)

Petitioner No. 2 (Signature)

Witness No. 2 (Print Name)

Date (Print)

Witness No. 2 (Signature)

STATE OF Minnesota

COUNTY OF Hennepin

The foregoing instrument, Right-of-Way Abandonment Agreement for Utilities Construction and Relocation, was acknowledged before me this 15 day of October, 2025, by Cory A Scherber, who is personally known to me or produced MN DL V582205664615 as proof of identification and did take an oath, and by _____, who is personally known to me or produced _____ as proof of identification and did take an oath.



Notary Public Seal

Diana Lynn Elwell
Notary Public (Print Name & Notary No.)

Diana Lynn Elwell
Notary Public (Signature)

MONROE COUNTY, FLORIDA
ACCEPTANCE OF RIGHT-OF-WAY ABANDONMENT
AGREEMENT FOR UTILITIES CONSTRUCTION AND
RELOCATION

In Witness Whereof, the County accepts this Right-of-Way Abandonment Agreement for Utilities Construction and Relocation and executes this instrument on the date set forth below.

For Monroe County, Florida:

First Witness (Print Name)

Director of Engineering Services (Print Name)

First Witness (Signature)

Director of Engineering Services (Signature)

Second Witness (Print Name)

Date (Print)

Second Witness (Signature)

Approved as to Form and Legal Sufficiency by:

Monroe County Attorney's Office

State of Florida
County of Monroe

Before me, the undersigned authority, personally appeared _____, who is personally known to me, or has produced _____ as identification.

Sworn and subscribed to me this _____ day of _____, 20_____.

Notary Name and Number (Print)

Notary Signature and Seal

Name of Utility

**ACCEPTANCE OF RIGHT-OF-WAY ABANDONMENT
AGREEMENT FOR UTILITIES CONSTRUCTION AND
RELOCATION**

In Witness Whereof, the FKAA accepts this Right-of-Way Abandonment Agreement for Utilities Construction and Relocation and executes this instrument on the date set forth below.

For FKAA (utility name):

Kimberly Judge
First Witness (Print Name)

Gregory W. Veliz
Signing Authority of Utility (Print Name)

Kimberly Judge
First Witness (Signature)

[Signature]
Signing Authority of Utility Signature

Rene Hatalorsky
Second Witness (Print Name)

November 12, 2025
Date (Print)

[Signature]
Second Witness (Signature)

Approved as to Form and Legal Sufficiency by: Monroe County Attorney's Office

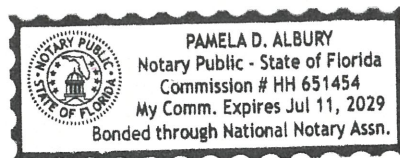
State of Florida
County of Monroe

Before me, the undersigned authority, personally appeared Gregory W. Veliz, who is personally known to me, or has produced _____ as identification.

Sworn and subscribed to me this 12 day of November, 2025.

Pamela D. Albury
Notary Name and Number (Print)

[Signature]
Notary Signature and Seal



THIS INSTRUMENT PREPARED BY AND RETURN TO:
Carla L. Bahn
Coral Reef Title Company
86000 Overseas Hwy
Islamorada, Florida 33036
Property Appraisers Parcel Identification (Folio) Numbers:
Portion of 00434530-000000

Doc # 2435002 Bk# 3245 Pg# 1964
Recorded 10/5/2023 2:33 PM Page 1 of 3

Deed Doc Stamp \$700.00
Filed and Recorded in Official Records of
MONROE COUNTY KEVIN MADOK, CPA

SPACE ABOVE THIS LINE FOR RECORDING DATA

Closing file # 20-6421

THIS WARRANTY DEED, made the ___ day of **September, 2023** by **Edenair Park Association Inc., a Florida Corporation**, having a mailing address of Post Office Box 235, Tavernier, FL 33070, herein called the Grantor, to **Corey Scherber** whose mailing address is **16600 63rd Ave N, Maple Grove, MN 55311**, hereinafter called the Grantee:
(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

W I T N E S S E T H: That the Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in Monroe County, State of Florida, viz.:

A portion of the PARK area contiguous to Lot 10, Block 6, TIDE AVENUE, CANAL and BOAT BASIN, shown on the Plat of EDENAIRE, according to the Plat thereof as recorded in Plat Book 4 at Page 32 of the Public Records of Monroe County, Florida, and being more particularly described on Exhibit A attached hereto and made a part hereof.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2022.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

SPACE ABOVE THIS LINE FOR RECORDING DATA

Closing file # 20-6421

Signed, sealed and delivered in the presence of:

Edenair Park Association Inc., a Florida Corporation

By: [Signature]
Henry Panse, President

P.O. Box 235, Tavernier, FL 33070

By: [Signature]
Holly Redding, Secretary

[Signature]
Witness #1 Signature

Zoraida Vianey Diaz
Witness #1 Printed Name

[Signature]
Witness #2 Signature

Paula Sachs
Witness #2 Printed Name

STATE OF Florida
COUNTY OF Monroe

The foregoing instrument was acknowledged before me by means of (x) physical presence or () online notarization this 26 day of September, 2023 by Henry Panse, President and Holly Redding, Secretary of Edenair Park Association Inc., a Florida Corporation on behalf of the corporation. They are personally known to me or have produced FL DL as identification.

SEAL



[Signature]
Notary Signature

MARIA BELL
Printed Notary Signature

Exhibit "A"

A portion of the PARK area contiguous to Lot 10, Block 6, TIDE AVENUE, CANAL and BOAT BASIN shown on the Plat of EDENAIRE, according to the Plat thereof as recorded in Plat Book 4 at Page 32 of the Public Records of Monroe County, Florida, and being more particularly described as follows:

Beginning at the most Westerly corner of said Lot 10, Block 6 with the Southeasterly line of the CANAL area and on the Northeasterly line of the PARK area, said point being a circular curve concave to the Southwest and having for its elements a radius of 1200.00', a delta angle of 04 degrees 46' 28" and a chord distance of 99.97'; thence run in a Southeasterly direction and along the Southwesterly line of said Lot 10, the Northeasterly line of PARK area for a distance of 100.00 feet to the most Southerly corner of said Lot 10; thence continue through a delta angle of 03 degrees 45' 26", with a chord distance of 78.68' and along the arc of curve continued in a Southeasterly direction for a distance of 78.69 feet to a point on the Southwesterly projection of the Southeasterly line of Lot 9 of said Block 10 and on the Southwesterly line of TIDE AVENUE; thence run South 35 degrees 36' 00" West for a distance of 9.00 feet; thence run Northerly 71 degrees 32' 09" West for a distance of 39.70 feet to a point on the Platted line of the Boat Basin and Park thence continue North 83 degrees 00' 54" West for a distance of 28.43 feet to a point on the Safe Upland Line; thence run along the Safe Upland Line the following; North 46 degrees 04' 55" West, 33.01' ; North 65 degrees 42' 43" West, 28.78'; North 66 degrees 32' 00" West, 22.16'; North 50 degrees 07' 21" West, 19.84'; North 31 degrees 35' 19" West, 5.22'; North 12 degrees 30' 15" West, 4.59'; to a point on a Southwest line of the PARK AREA and on a circular curve concave to the Southwest and having for its elements a radius of 1180.00', a delta angle of 0 degrees 07' 09" thence run in a Northwesterly direction along the arc of said curve and a Southwesterly line of PARK AREA for a distance of 2.45 feet to a point that bears South 27 degrees 00' West from the Point of Beginning; thence run North 27 degrees 00' East for 20.00 feet back to the Point of Beginning.

DESCRIPTION:

A portion of the PARK area contiguous to Lot 10, Block 6, TIDE AVENUE, CANAL and BOAT BASIN, shown on the Plat of EDENNAIRE, according to the Plat thereof as recorded in Plat Book 4, at Page 32 of the Public Records of Monroe County, Florida, and being more particularly described as follows:

Beginning at the most Westerly corner of said Lot 10, Block 6 with the Southeastery line of the CANAL area and on the Northeasterly line of the PARK area, said point bein a circular curve concave to the Southwest and having for it's elements a radius of 1200.00', a delta angle of $04^{\circ}46'28''$ and a chord distance of 99.97'; thence run in a Southeastery direction and along the Southwestery line of said Lot 10, the Northeasterly line of PARK area for a distance of 100.00 feet to the most Southerly corner of said Lot 10; thence continue through a delta angle of $03^{\circ}45'26''$, with a chord distance of 78.68' and along the arc of curve continued in a Southeastery direction for a distance of 78.69 feet to a point on the Southwestery projection of the Southeastery line of Lot 9 of said Block 10 and on the Southwestery line of TIDE AVENUE; thence run S $35^{\circ}36'00''$ W for a distance of 9.00 feet; thence run N $71^{\circ}32'09''$ W for a distance of 39.70 feet to a point on the Platted line of the Boat Basin and Park thence continue N $83^{\circ}00'54''$ W for a distance of 28.43 feet to a point on the Safe Upland Line; thence run along the Safe Upland Line the following: N $46^{\circ}04'55''$ W, 33.01'; N $65^{\circ}42'43''$ W, 28.78'; N $66^{\circ}32'00''$ W, 22.16'; N $50^{\circ}07'21''$ W, 19.84'; N $31^{\circ}35'19''$ W, 5.22'; N $12^{\circ}30'15''$ W, 4.59' to a point on a Southwest line of the PARK AREA and on a circular curve concave to the Southwest and having for its elements a radius of 1180.00', a delta angle of $0^{\circ}07'08''$ thence run in a Northwesterly direction along the arc of said curve and a Southwesterly line of Park area for a distance of 2.45 feet to a point that bears S $27^{\circ}00'$ W from the Point of Beginning; thence run N $27^{\circ}00'$ E for 20.00 feet back to the Point of Beginning. Containing 4209.3 square feet.

Coral Reef Title Company
BUYER'S AND SELLER'S COMBINED CLOSING STATEMENT

B. Type of Loan			
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins.	6. File Number 20-6421
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.		7. Loan Number
			8. Mortgage Insurance Case Number
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.			
D. Name and Address of Buyer Corey Scherber 16600 63rd Ave N Maple Grove, MN 55311		E. Name and Address of Seller Edenair Park Association Inc, P.O. Box 235 Tavernier, FL 33070	
F. Name and Address of Lender			
G. Property Location Vacant Land Tavernier, FL 33070 Park of Boat Basin/Canal EDENAIRE SUBDIVISION Monroe		H. Settlement Agent Coral Reef Title Company 86000 Overseas Hwy, Islamorada FL 33036	
		Place of Settlement 86000 Overseas Hwy PO Box 318 Islamorada, Florida 33036	I. Settlement Date 09/27/2023 DD: 09/27/2023
J. SUMMARY OF BUYER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BUYER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price	100,000.00	401. Contract sales price	100,000.00
102. Personal property		402. Personal property	
103. Settlement charges to buyer (line 1400)	2,406.75	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106.	to	406.	to
107. County taxes	to	407. County taxes	to
108. Solid waste/wastewater	to	408. Solid waste/wastewater	to
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BUYER	102,406.75	420. GROSS AMOUNT DUE TO SELLER	100,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER		500. REDUCTIONS IN AMOUNT TO SELLER	
201. Deposit or earnest money	5,000.00	501. Excess Deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	2,513.25
203. Existing loan(s) taken subject to		503. Existing loans taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210.	to	510.	to
211. County taxes	to	511. County taxes	to
212. Solid waste/wastewater	to	512. Solid waste/wastewater	to
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY / FOR BUYER	5,000.00	520. TOTAL REDUCTION AMOUNT DUE SELLER	2,513.25
300. CASH AT SETTLEMENT FROM OR TO BUYER		600. CASH AT SETTLEMENT TO OR FROM SELLER	
301. Gross amount due from buyer (line 120)	102,406.75	601. Gross amount due to seller (line 420)	100,000.00
302. Less amounts paid by/for buyer (line 220)	5,000.00	602. Less reduction amount due to seller (line 520)	2,513.25
303. CASH	97,406.75	603. CASH	97,486.75
	FROM BUYER		TO SELLER

CLOSING STATEMENT CONTINUATION

I have carefully reviewed the Closing Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Closing Statement.

BUYER:



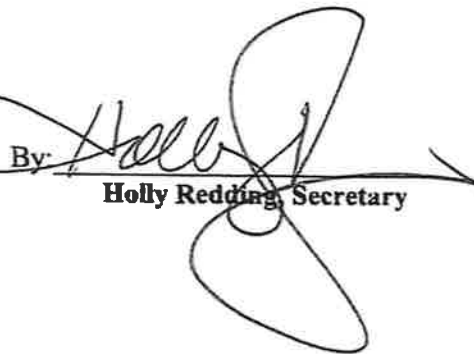
Corey Scherber

Edenair Park Association Inc.

SELLER:

By: 

Henry Panse, President

By: 

Holly Redding, Secretary

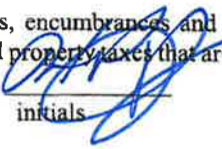
CORAL REEF TITLE COMPANY

BY: 

DATE: 9/27/2023

**CORAL REEF TITLE COMPANY
&
CHICAGO TITLE INSURANCE COMPANY
OWNER'S/SELLER'S AFFIDAVIT**

I (We) the undersigned, who being first duly sworn upon oath deposes and says under penalty of perjury:

1. That I am (we are) the owner/seller of the property described as: SEE EXHIBIT A
2. The above described property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description of record whatsoever, and except for real estate and personal property taxes that are not yet due and payable. THERE ARE NO MORTGAGES ENCUMBERING SUBJECT PROPERTY. 
initials
3. There have been no improvements, alternations, or repairs since acquisition by the Seller to the above described property for which the costs thereof remain unpaid, that there are no claims for labor or material furnished for repairing or improving the same, which remain unpaid since the acquisition by Seller, and that there are no mechanic's, materialmen's, or laborer's liens since acquisition by Seller against the above described property. All labor, materials or services, if any, were furnished, completed and in place not less than 90 days prior to the date of this affidavit, and all charges for any material or labor whenever furnished, have been paid in full and the undersigned has not received notice from any materials man, laborer, or subcontractor, pursuant to the provisions of the F.S.A. Chapter 713.06.
4. There have been no documents recorded in the public records of Monroe County, Florida subsequent to March 23, 2023, (date of most current title certification), which affect title to the Property and Seller has not entered into any contracts for the sale, disposition or leasing of the Property since said date except as may have been disclosed to Coral Reef Title Company in writing, and Seller has no knowledge of any matter affecting title to the Property.
5. In the event any documents which adversely affects title to the above described property are filed of record subsequent to the date and time set forth in Paragraph 4 above, through the date and time of recording of title to any purchasers and/or recording of any mortgages, Affiant agrees to assume FULL LEGAL RESPONSIBILITY for satisfaction and/or removal of same.
6. The personal property, if any, being transferred is not subject to any unpaid personal property tax liens or liens under the Uniform Commercial Code in favor of others. The Seller knows of no violations of Municipal or County Ordinances pertaining to the above described property. No judgment or decree has been entered in any court in this State of the United States against said Seller which remains unsatisfied. There are no persons other than Seller in possession of the above described property.
7. There are no unpaid, delinquent or otherwise outstanding taxes, special assessments or other liens or charges that are not shown as existing liens by the public records.
8. There are not matters pending against Seller which could give rise to a lien that would attach to the Property during the period of time between the effective date of the title insurance commitment, dated and the time of recording of the instruments evidencing the Buyer's fee simple or other interests in the Property; and that the Seller has not executed and will not execute any instrument that would adversely affect the title to the Property from the date of this Affidavit forward.
9. There are not judgments, claims, disputes, demands or other matters pending against Seller that could attach to the Property. Seller has complied with the Florida Sales Tax Laws, were applicable. Seller acknowledges responsibility for water, sewer, and electrical consumption charges through date of closing, or occupancy by buyer, whichever first occurs.
10. Seller's title to, and possession and enjoyment of, the property have been open, notorious, peaceable and undisturbed, and have never been disputed nor questioned. There are no unrecorded easements, claims of easement or rights-of-way affecting all or any portion of the property.
11. There are no disputes concerning the boundary lines of the property, and the operation of any buildings on said property has been in compliance with the applicable building codes, ordinances and statutes.
12. Seller represents there are no violations of governmental laws, regulations or ordinances pertaining to the use of the property. Affiant has received no notice of any public hearing regarding assessment for improvements or changes in applicable zoning laws concerning said property within the past ninety (90) days.

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13. That if title to said property is held by a corporation, partnership or trust, such corporation, partnership or trust is in good standing under applicable laws and that the contemplated sale of said property by said entity is pursuant to proper authority.
14. That we are of legal age, under no legal disabilities and have never been known to any names other than that shown above.
15. There are no actions or proceedings now pending in any State or Federal Court to which the Seller is a party, including but not limited to, proceedings in bankruptcy, receivership or insolvency, nor are there any judgments, bankruptcies, liens or executions of any nature which constitute or could constitute a charge or lien upon said property.
16. Seller understands that the figures set forth on the settlement statement relating to mortgage payoffs, mortgage assumptions, taxes, utilities, rental prorations, maintenance fees, special assessments, and/or any other charges are based upon the best information available; and in the event said figures differ from the actual figures, Affiant agrees to promptly pay all additional sums owing which are necessary to fully satisfy said outstanding balances.
17. That all fees due a broker(s) in connection with this transaction, as specified in the Contract for Sale and Purchase or in a Brokers Agreement, signed by the undersigned, have been paid prior to closing or will be paid out of the proceeds of the closing of this transaction.
18. Affiant gives this Affidavit for the purpose of inducing Coral Reef Title Company to disburse at the time of closing any proceeds of sale, any mortgage proceeds, and/or disbursements made in accordance with any agreements between the parties hereto.
19. Affiants do hereby jointly and severally agree to indemnify and hold Coral Reef Title Company and Chicago Title Insurance Company harmless of and from all loss, cost, damage and expense of every kind, including attorney's fees, arising from any intervening liens or other matters, which adversely affect the title to the above, described property. 20. Affiants further state that they are each familiar with the nature of an oath; and with the penalties as provided by the laws of this State for falsely swearing to statements made in an instrument of this nature. Affiants further certify that they have read, or have heard read to them, the full facts of this affidavit, and understand its context.

EDENAIRE PARK ASSOCIATION, INC.

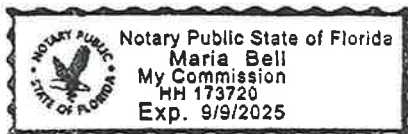
BY: [Signature]
Henry Panse, President

BY: [Signature]
Holly Redding, Secretary

State of Florida
County of Monroe

The foregoing instrument was acknowledged before me by means of (X) physical presence or () online notarization this Sept day of 20, 2023 by Henry Panse, President and Holly Redding, Secretary of EDENAIRE PARK ASSOCIATION, INC., on behalf of the corporation, who are personally known to me or have produced FLDL as identification.

SEAL



[Signature]
Notary Public

MARIA Bell
Printed Notary Name

My Commission Expires: 9/9/2025

File No: 20-6421

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ISLAMORADA, VILLAGE OF ISLANDS
 PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

APPLICATION FOR RIGHT-OF-WAY ABANDONMENT

Pursuant to Code Chapter 50, Article IV

<u>Fee</u>	<u>Deposit</u>	<u>Total Fee</u>
\$1,700.00	\$3,000.00	\$4,700.00

An application must be deemed complete and in compliance with the Village Code by Staff prior to the items being scheduled for review. See the list of required submittals and documents below.

APPLICANT / AGENT (if applicable): Property owner must submit a notarized letter authorizing the applicant/agent to act on their behalf including the agent's name, address and phone number.

Name: _____
 Mailing Address: _____
 City: _____ State: _____ Zip: _____
 Home/Mobile Phone: _____ Office: _____ Fax: _____
 Email: _____

PROPERTY OWNER:

Name: Sorey Scherber
 Mailing Address: 16600 63rd Ave N
 City: Maple Grove State: MN Zip: 55311
 Home/Mobile Phone: 612-282-7403 Office: _____ Fax: _____
 Email: Scherberca@yahoo.com

LEGAL DESCRIPTION of contiguous property in which the abandoned right-of-way would become part:

(If in metes and bounds, attach legal description on separate sheet. If multiple properties, attach additional sheets.)

Physical Address: 240 Tide Ave Tavernier FL 33070 Mile Marker: 90
 Lot: 9-10 Block: 6 Subdivision: Ednaire PB4-32 Plantation Key
 Plantation Key Windley Key Upper Matecumbe Key Lower Matecumbe Key
 Real Estate (RE) Number: 1532339 Alternate Key: _____

PROPOSED ABANDONMENT:

Street Name: Tide Ave Mile Marker: 90
 Subdivision: Eden Aire Plat Book: PB4 Plat Page: 32
 Plantation Key Windley Key Upper Matecumbe Key Lower Matecumbe Key
 Present use of right-of-way: Access to lots that are combined title
 Proposed use of right-of-way: Driveway
 Total land area of right-of-way to be abandoned: 1600 sq ft
 Description of right-of-way to be abandoned: 80 ft of existing struct, see attached

Reasons for the proposed abandonment (if necessary, attach additional sheets): surrounding parcels have unity of title

Application for Right-of-Way Abandonment

The Applicant agrees to grant any easement necessary for the furnishing of utilities, including without limitation, electric power, water, sewer, telephone, gas, cable and other electric communication services to the same extent as is common within this area as to height, width and degree, upon request for such service or by the Village Council through its authorized agents. If easements are so required, copies of the executed documents will be provided to the Village before the application is presented to the Village Council.

The Applicant requests the Village Council to renounce and disclaim any right of the Village and the public in and to the above-referenced right-of-way as further depicted and described in the attachments.

I certify that I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete and accurate. I certify that all information required has been provided.

[Signature]
Signature of Applicant or Agent

10-15-25
Date

Print Name: Corey Scherber

STATE OF Minnesota
COUNTY OF Hennepin

Sworn to and subscribed before me this 15 day of October, 2025
by Corey Scherber (name of person signing the application)
as owner (type of authority...e.g. officer, manager/member, trustee, attorney in fact)
for Corey Scherber (name of entity or party on behalf of whom application was executed).

[Signature]
Signature of Notary Public - State of ~~Florida~~ Minnesota



Personally Known Produced Identification Type of ID MN DL V 582205664615

After recording return to:
Islamorada, Village of Islands
Planning and Development Services Department
86800 Overseas Highway
Islamorada, Florida 33036

RESOLUTION NO. 26-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING A REQUEST BY COREY SCHERBER ("APPLICANT"), TO ABANDON AND VACATE A PORTION OF TIDE AVENUE RIGHT OF WAY, AS SHOWN ON THE SKETCH OF DESCRIPTION AS DRAWN BY MASSEY-RICHARDS SURVEYING & MAPPING, LLC, DATED MAY 31, 2025; RESERVING TO THE VILLAGE ALL RIGHTS OVER ANY PUBLIC UTILITY EASEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Applicant, Corey Scherber ("Applicant"), requested that the Village vacate and abandon a portion of Tide Avenue as depicted in Exhibit "A" and legally described below; and

WHEREAS, in accordance with the Village Code of Ordinances (the "Code"), the Village Council must determine whether the Right-of-Way is no longer needed as a right-of-way by the Village or the public, and whether it is in the best interests of the Village to abandon and vacate the Roadway, while reserving its rights to any needed easements for emergency access and public utilities as set forth within Section 3 herein; and

WHEREAS, public notice was provided in accordance with the law, and the Village Council has determined that granting the request to abandon and vacate the Roadway will not be detrimental to the public health, safety and welfare; and

WHEREAS, the Village Council finds that all adjacent property owners and utility companies have no objection to the proposed abandonment and vacation of right-of-way; and

WHEREAS, the Village Council has determined that the application and supporting documents are being considered in accordance with the requirements of Sections 50-55 through 50-57 of the Village Code for the vacating, abandoning, discontinuing, and closing of the Right-of-Way.

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, correct, and incorporated herein by this reference.

Section 2. Abandonment and Vacation of Right-of-Way. Pursuant to the requirements set forth in Chapter 50 "Streets, Sidewalks, And Other Public Places," Article IV "Abandonment of Rights-of-Way and Easements," Section 50-56 of the Village Code, an amended right-of-way abandonment and vacation, as shown on the attached Exhibit "A," is hereby approved and described as follows:

A portion of Tide Avenue, adjacent to Lot 9, Block 6, Park and Boat Basin, as shown on the Plat of EDENAIRE, according to the Plat thereof as recorded in Plat Book 4 at Page 32, of the Public Records of Monroe County, Florida, being more particularly described as follows:

BEGINNING at the Most Southwest Corner of said Lot 9 thence proceed S 31° 42' 48 "W a distance of 20.00 feet; thence with a curve turning to the left with an arc length of 78.69', with a radius of 120.00', with a chord bearing of S 56° 24' 30"E, with a chord length of 78.68'; thence N 35° 28'29"E a distance of 20.00 feet; thence with a curve turning to the right with an arc length of 80.00', with a radius of 1220.00', with a chord bearing of N 56° 24' 30"W, with a chord length of 79.99" back to the Point of Beginning. Containing 1,600 Square Feet, more or less.

Section 3. Reservation of An Access and Utility Easement. If abandonment is approved, the Village hereby reserves the right to an access and utility easement over, under and/or upon the Right-of-Way in connection with the placement, operation, and maintenance

of all necessary existing or future public utilities and appurtenant facilities. The Village also reserves the right for access of life safety vehicles with the addition of a keypad and Knox Box if a fence and/or gate is placed on the property line.

Section 4. Recording in the Public Records of Monroe County, Florida. A certified copy of this Resolution shall be filed with the Monroe County Clerk of the Circuit Court and duly recorded among the Public Records of Monroe County, Florida.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS:

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

PASSED AND ADOPTED THIS 8th DAY OF JANUARY 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 J. QUICK, VILLAGE ATTORNEY

RESOLUTION NO. 26-

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.

WHEREAS, Islamorada, Village of Islands ("Village") owns the property located at 87000 Overseas Highway which is developed as a Founders Park ("Founders Park"); and

WHEREAS, the Village and School Board of Monroe County, Florida ("School Board") desire to provide enhanced recreations facilities and opportunities to the citizens and students of, and visitors to, the Village; and

WHEREAS, the Village adopted Resolution No 24-05-39 which approved an interlocal agreement between the Village and School Board regarding the provision of enhanced recreational facilities and opportunities within the Village ("Interlocal Agreement"); and

WHEREAS, the Interlocal Agreement was recorded in the Official Records on June 20, 2025 at Book 3331, Page 1471; and

WHEREAS, the Interlocal Agreement envisions that the parties also enter into a baseball field licensing agreement related to the baseball field presently located at Founders Park; and

WHEREAS, the Village and School Board wish to enter into a baseball field licensing agreement setting forth each party's rights and responsibilities in connection with the Founders Park baseball field site; and

WHEREAS, the Village Council wishes to approve the baseball field licensing agreement attached hereto as Exhibit "A", and authorize the Village Manager to execute the baseball field

licensing agreement, subject to the approval of the Village Attorney as to form and legal sufficiency; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the Village.

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

Section 1. **Recitals.** The above-stated recitals are true and correct and are incorporated in this Resolution by this reference.

Section 2. **Approval of Agreement.** The Village Council hereby approves the baseball field licensing agreement attached hereto as Exhibit "A".

Section 3. **Authorization to Execute Agreement.** The Village Manager is authorized to execute the baseball field licensing agreement generally in the form attached hereto as Exhibit "A," subject to the approval as to form and legal sufficiency by the Village Attorney.

Section 4. **Implementation.** The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement this Resolution.

Section 5. **Corrections.** Conforming language or technical scrivener-type corrections may be made by the Village Attorney for any conforming amendments to be incorporated into the final resolution for signature.

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

[Remainder of the page intentionally left blank.]

Motion to adopt by _____, second by _____.

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

Mayor 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

BASEBALL FIELD LICENSE AGREEMENT

THIS BASEBALL FIELD LICENSE AGREEMENT ("Agreement") dated this _____ day of _____, 20256, is entered into by and between ISLAMORADA, VILLAGE OF ISLANDS, a Florida municipal corporation, ("Licensor") and THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA, a political subdivision of the State of Florida, ("Licensee").

RECITALS

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

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

1. **Grant of License and Use.**

a. License. The Licensor grants to Licensee a revocable ~~for-cause~~ license for the construction, renovation, operation, and use of the Improvements (as defined in paragraph 4(b) below) on the Property as contemplated herein. The parties acknowledge and agree that the license granted hereunder shall be for the benefit of Licensee and its invitees and guests only.

b. Use. Licensee agrees to operate the Improvements for the uses permitted pursuant to this Agreement provided, however, the Licensee shall, subject to the terms of this Agreement, make the Property available to the public, without discrimination, and refrain from imposing or levying excessive, discriminatory, or otherwise unreasonable charges or fees for any service it may provide in connection with the Improvements. Licensee shall be permitted to utilize the Improvements for the following uses:

(1) Recreational Uses consisting solely of the conduct of Licensee sponsored and sanctioned baseball games and baseball related activities such as practices, as well as other practical uses of the Improvements as agreed to by the Licensee and Licensor. The parties shall execute a separate Use Agreement setting forth the following schedule and type of use of the Improvements:

- i. The following is a description of the Monroe County School District's use schedule for the baseball field at Founders Park, Islamorada, Florida:
 - January 1 through May 31.
 - Tournaments may last through the last week of May.
 - Practice and games occur Monday-Saturday.
- ii. The field will be needed until the conclusion of the scheduled practice, game, or tournament. Start time to be determined.
- iii. ~~Weekend use shall be permitted based on mutual agreement of the parties. Any weekend use of the baseball field outside the regular schedule for sanctioned baseball games and baseball-related activities, such as practices, may be permitted upon written request at least thirty (30) days prior to the requested date and will be subject to review and written approval by the Village Manager.-~~
- iv. Licensee shall not sub-license the use of the Improvements or Property to a third party without the prior written consent of the Licensor.

(2) Use of the baseball field by the Licensee shall be limited to activities directly related to the Coral Shores High School baseball program. Any other use, shall require a written agreement between Licensor and Licensee.

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

3. **Term**

a. **Initial Use Term.** The initial use term of this Agreement shall commence on [redacted] (the "Commencement Date") and shall terminate [twenty years from commencement] [redacted] (the "Termination Date") unless sooner terminated pursuant to any

provision hereof (the "Initial Use Term"), provided, however, if the Interlocal Agreement is terminated this Agreement shall also terminate on such date.

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

4. Construction and Renovation of Improvements.

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

b. Improvements. The improvements to be constructed by Licensee shall consist of: (1) a baseball field including underground conduits for future lighting, bleachers, grass/artificial turf, and dugouts, (the "Baseball Field"); (2) a multi-purpose structure containing public restrooms, press box, concession areas and storage areas, (the "Building"); and (3) all landscaping, fences, parking areas, pavements, fixtures, permanently affixed equipment, facilities (both above ground and below ground), and all other structures or improvements now or hereafter constructed by Licensee in connection with the Baseball Field and Building including all additions, alterations, modifications, renovations, and replacements thereto (collectively, the "Improvements"). Licensee shall be solely responsible for the maintenance of the Improvements and any necessary removal and replacement of the Baseball Field.

c. Approved Plans. Prior to commencement of any construction or renovation, the Licensee shall submit to the Licensor for review and approval, "Plans and Specifications" including a site plan for and through all phases of design and construction (e.g., schematic,

design development, and construction) with respect to all Improvements for Licensor's written approval which shall not be unreasonably withheld or delayed. The Licensor shall provide its written approval or disapproval (specifying the basis for disapproval and/or comments) to any such Plans and Specifications within sixty (60) calendar days of receipt of request for same. If additional information is required or requested by Licensor as part of its approval/disapproval review process, the sixty (60) calendar day timeframe shall not commence until receipt of any and all required or requested information from Licensee.

Prior to commencement of any construction or renovation, the Licensee shall submit to the Licensor for review and approval, the (i) final design and development of all proposed structures to be placed on the Property; (ii) selection of all materials to be used as part of the Improvements, including but not limited to types, quality, specifications, and warranties; and (iii) proposed placement/location of an buildings being constructed, renovated or demolished (collectively, the "Designs"). As part of this review and approval, the Village shall, at its sole option, have the right to review the Designs at an open public meeting or workshop and to solicit community input on the Designs. Licensee shall provide Licensor with written notice of the Designs proposed as part of the Improvements ("Notice of Designs") no later than sixty (60) days prior to the commencement of construction of the Improvements or any portion thereof. Licensor shall have the right to approve the Designs, which approval will not be unreasonably withheld or delayed. If Licensor does not approve of the Designs, Licensor shall give Licensee written notice of its objections to the Designs within sixty (60) days after its receipt of the Notice of Designs, and Licensee will thereafter designate alternate Designs, subject to Licensor's review and approval, which approval will not be unreasonably withheld or denied.

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

The Monroe County School District shall own the rights to the approved construction plans, or amended construction plans, as applicable.

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

e. Contractor. In accordance with applicable law including competitive bidding requirements, Licensee shall enter into an agreement with a general contractor licensed in the State of Florida (the "Contractor") to construct/renovate the Improvements. Licensee shall provide Licensor with written notice of the identity of the Contractor, including a copy of the proposed agreement with the Contractor ("Notice of Contractor") no later than sixty (60) days prior to the commencement of construction of the Improvements or any portion thereof. Licensor shall have the right to approve the Contractor, including the proposed agreement with the Contractor, which approval will not be unreasonably withheld or delayed. If Licensor does not approve of the Contractor, Licensor shall give Licensee written notice of its objections to the Contractor within sixty (60) days after its receipt of the Notice of Contractor, and Licensee will thereafter designate an alternate Contractor, subject to Licensor's review and approval, which approval will not be unreasonably withheld or denied.

f. Performance. Licensee shall ensure that Improvements are constructed in a good and workmanlike manner in accordance with the Plans and Specifications. The Contractor shall minimize adverse impacts to park users in other areas during active construction. The Village shall be entitled to participate in and approve all material and product selections, turf systems, drainage components, and structural products, regardless of who is selected and approved as the Contractor. Licensee shall provide Licensor with written notice of the materials and products proposed as part of the Improvements ("Notice of Materials and Products") no later than sixty

(60) days prior to the commencement of construction of the Improvements or any portion thereof. Licensor shall have the right to approve the materials and products, which approval will not be unreasonably withheld or delayed. If Licensor does not approve of the materials and products, Licensor shall give Licensee written notice of its objections to the materials and products within sixty (60) days after its receipt of the Notice of Materials and Products, and Licensee will thereafter designate alternate materials and products, subject to Licensor's review and approval, which approval will not be unreasonably withheld or denied.

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

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

i. Standards of Construction. All construction/renovation of the Improvements shall be performed in such a manner as to provide that the Improvements shall:

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

- (5) Comply with the terms and provisions of this Agreement.
- (6) Comply with all applicable laws, ordinances, rules, regulations and procedures of all applicable governmental authorities.

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

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

k. Consultation. If requested by the Licensor, the Licensee and its architect/engineer and contractor shall meet with the Licensor in periodically scheduled meetings to assess the status of completion. The Licensor, the Licensee, and the Licensee's architect, engineer, and the Contractor shall meet with the Licensor on a regularly scheduled basis no less than once per month during the construction and renovation of the Improvements.

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

m. As Built. Within one hundred twenty (120) days after the date a Certificate of Occupancy is issued for Improvements constructed/renovated by Licensee, the Licensee shall at its expense, provide the Licensor with a complete set of "as built" plans and specifications, including mylar reproducible "record" drawings, and, if available, one set of machine readable disks containing electronic data in an AUTOCAD format that meets the Licensor's graphic standards of the "as-constructed" or "record" plans for such Improvements. The "as built" plans submitted by Licensee must show the square footage of each Improvement depicted in such plans.

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

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

p. Access for Inspection. Licensee, its agents, employees and representatives are granted access to the Property with full right to: (1) inspect the Property; (2) to conduct reasonable tests thereon including, but not limited to, soil borings and hazardous waste studies, and to make such other examinations with respect thereto as Licensee, its counsel, licensed engineers, surveyors or other representatives may deem reasonably necessary. Any test, examinations or inspections of the Property by Licensee and all costs and expenses in connection with Licensee's inspection of the Property shall be at the sole cost of Licensee. Licensee shall remove or bond any lien of any type which attaches to the Property by virtue of any of Licensee's inspections.

Licensee hereby indemnifies and holds Licensor harmless from all loss, cost or expense, including, but not limited to, attorneys' fees and court costs resulting from Licensee's inspections in connection with the Property including all loss, cost or expense related to the removal, remediation, and/or disposal of any hazardous substance. If Licensee discovers hazardous substances as a result of its inspection and the Licensee fails to cease its inspection and/or removal, remediation and/or disposal of such hazardous substances during its inspections which results in additional contamination of the Property, then the Licensee shall also be responsible for the removal and/or remediation and/or disposal of the additional hazardous substances which the Licensee releases or spills on the Property after it discovers such hazardous substances located on the Property and which causes additional damage to the Property, but the Licensee is not responsible for the clean-up of the remaining hazardous substances which are located on or beneath the Property. Licensee shall have a Phase I environmental assessment performed on the Property prior to the commencement of construction.

q. Governmental Approval Joinder. Licensor agrees to reasonably cooperate with Licensee in seeking the governmental approvals for the Improvements including the execution of applications (to the extent required by such applicable governmental or quasi-governmental Authorities) and other documentation in connection with the governmental approvals; provided, Licensor shall not be required thereto to expend any sums in connection with such assistance (other than its review costs, either in-house or using outside agents or consultants). Licensor's joinder in such applications and other documentation may be conditioned upon Licensee's agreement to perform Licensor's obligations thereunder, which agreement on the part of Licensee shall survive the expiration or earlier termination of this Agreement until such time as the obligations required by such documents are satisfied or released. If any such documents in which Licensor's joinder is requested contain material financial obligations binding (or which may become binding) upon Licensor, Licensee shall provide further assurances in a form and

substance reasonably acceptable to Licensor in order to secure such material financial obligations. If this Agreement is terminated pursuant to this Section, then upon Licensor's request, Licensee shall withdraw all of its pending applications and terminate all agreements which are terminable and/or withdrawable by Licensee, with respect to the governmental approvals. The provisions of this sub-section shall be a surviving obligation which shall survive termination of this Agreement.

r. Notices of Commencement. The Village shall be copied on all Notice of Commencement for the Contractor, subcontractors, materials suppliers, and any other contracted work related to the Improvements.

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

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

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

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

d. Comprehensive General Liability Insurance. The Licensee, in its general construction Agreement, shall require the general contractor performing any improvements to provide, pay for and maintain in force, during the time such work is being performed, comprehensive general liability insurance with limits of: (i) \$10,000,000.00 (with respect to work costing up to \$20,000,000.00), (ii) \$10,000,000.00 with a \$20,000,000.00 umbrella with respect to work between \$20,000,000.00 and \$50,000,000.00, and (iii) \$10,000,000.00 with a \$50,000,000.00 umbrella with respect to work in excess of \$50,000,000.00; all on a per occurrence combined single limit for bodily injury liability and property damage liability.

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

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

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

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

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

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

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

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

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

f. With respect to the insurance to be obtained, the Licensee shall provide Licensor not less than ten (10) calendar days prior to the commencement of construction of the

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

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

6. **Compliance with Governmental Procedures.**

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

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

7. **Use Agreement.** The Village and School Board shall enter into a recreational use agreement (“Use Agreement”) annually that may be amended from time to time as needed.

8. **Maintenance of Improvements.** Licensee shall be responsible for maintaining the Improvements each year during the Term of this Agreement, including any Renewal Period. Maintenance of the Improvements shall include, but is not limited to, the following: grass cutting, artificial turf maintenance/repair, landscaping, repair and replacement of lighting fixtures, and other maintenance, repair or replacement activities which are required to keep the Improvements in first class condition. Maintenance and utility consumption costs for the period of January 1 through May 31 of each year shall be paid by Licensee, at its sole cost and expense. Costs of maintenance and utility consumption costs for the period of June 1 through December 31 of each year ~~maybe shall~~ paid by Licensor, with maintenance to be provided by Licensee and its costs to be reimbursed by Licensor to Licensee monthly. ~~Alternatively, for the period of June 1 through December 31 of each year, Licensor may maintain the Improvements itself or through a third party vendor, at Licensor's sole cost and expense. In the event that either party fails to pay its respective share of costs and expenses associated with this Agreement, the other party shall have the right to (1) seek payment through available avenues set forth herein; or (2) provide written notice of termination as provided herein.~~

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

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

a. **Casualty Insurance.** Licensee and Licensor shall each, during the Term of this Agreement, insure and keep insured to the extent of not less than 100% of the insurable replacement value thereof, the Improvements including all buildings, structures, fixtures and attached equipment on the Property against such hazards and risks as may now or in the future be included under the Standard Form of Fire and Extended Coverage insurance policy of the State of Florida with a deductible not to exceed Twenty Five Thousand Dollars and zero cents (\$25,000.00).

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

c. **Business Automobile Liability Insurance** in an amount not less than Three Hundred Thousand Dollars and zero cents (\$300,000.00) per occurrence combined single limit,

for bodily injury and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Non-owned and Hired vehicles.

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

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

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

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

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

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

11. **Damage or Destruction of Property**. For the time periods described in paragraph 8 for which the Licensee is responsible for maintenance, the Licensee shall also be responsible for, and bound by, the following:

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

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

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

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

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

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

normal expiration date, Licensee shall be given an opportunity to remove its tangible property within thirty (30) days of the termination of this Agreement.

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

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

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

16. Modifications, Amendments, or Alterations. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the Village.

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

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

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

1920. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be (a) delivered via hand delivery; (b) sent via Federal Express or a comparable overnight mail service; (c) mailed by U.S. registered or certified mail, return receipt requested; or (d) sent via telephone facsimile transmission with an original copy of the transmission mailed via regular mail, to Licensee or Licensor at the following addresses:

If to Licensor:	Islamorada, Village of Islands 86800 Overseas Highway Islamorada, FL 33036 Attention: Village Manager
With a copy to:	Weiss Serota Helfman Cole & Bierman, P.A. 2800 Ponce de Leon Blvd., Suite 1200 Miami, FL 33133 Attention: John J. Quick
If to Licensee:	The School Board of Monroe County, Florida 241 Trumbo Road, P.O. Box 1788 Key West, FL 33041-1788 Attention: Superintendent
With a copy to:	Vernis and Bowling of the Florida Keys P.A. 81990 Overseas Highway Islamorada, Florida 33036 Attention: Dirk M. Smits

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

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

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

223. Waiver. No express or implied consent or waiver by a party to or of any breach or default by the other party in the performance by such other party of its obligations under this

Agreement will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such other party hereunder. Failure by a party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues will not constitute a waiver by such party of its rights hereunder. The giving of consent by a party in any one instance will not limit or waive the necessity to obtain such party's consent in any future instance.

[Remainder of page intentionally left blank]

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

Witnesses:

Print _____

Print _____

LICENSEE:

THE SCHOOL BOARD OF MONROE
COUNTY, FLORIDA

By: _____

Print Name: _____

Title: _____

Witnesses:

Print _____

Print _____

LICENSOR:

ISLAMORADA, VILLAGE OF ISLANDS, a
Florida municipal corporation

By: _____

Print Name: _____

Title: _____

[Acknowledgments on following page]

STATE OF FLORIDA)
) ss.:
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization, this ____ day of _____, 202~~5~~⁶, by _____, as _____ of The School Board of Monroe County, Florida, on behalf of the School Board, who (check one) [] is personally known to me or [] has produced _____ as identification.

My Commission Expires:

Notary Public

Print Name

STATE OF FLORIDA)
) ss.:
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization, this ____ day of _____, 202~~5~~⁶, by _____, as _____ of Islamorada, Village of Islands, on behalf of the Village, who (check one) [] is personally known to me or [] has produced _____ as identification.

My Commission Expires:

Notary Public

Print Name

BASEBALL FIELD LICENSE AGREEMENT

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

RECITALS

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

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

1. **Grant of License and Use.**
 - a. License. The Licensor grants to Licensee a revocable for cause license for the construction, renovation, operation, and use of the Improvements (as defined in paragraph 4(b) below) on the Property as contemplated herein. The parties acknowledge and agree that the license granted hereunder shall be for the benefit of Licensee and its invitees and guests only.
 - b. Use. Licensee agrees to operate the Improvements for the uses permitted pursuant to this Agreement provided, however, the Licensee shall, subject to the terms of this Agreement, make the Property available to the public, without discrimination, and refrain from imposing or levying excessive, discriminatory, or otherwise unreasonable charges or fees for any service it may provide in connection with the Improvements. Licensee shall be permitted to utilize the Improvements for the following uses:

(1) Recreational Uses consisting solely of the conduct of Licensee sponsored and sanctioned baseball games and baseball related activities such as practices, as well as other practical uses of the Improvements as agreed to by the Licensee and Licensor. The parties shall execute a separate Use Agreement setting forth the following schedule and type of use of the Improvements:

The following is a description of the Monroe County School District's use schedule for the baseball field at Founders Park, Islamorada, Florida:

January 1 through May 31.

Tournaments may last through the last week of May.

Practice and games occur Monday-Saturday.

The field will be needed until the conclusion of the scheduled practice, game, or tournament. Start time to be determined.

Weekend use shall be permitted based on mutual agreement of the parties.

Licensee shall not sub-license the use of the Improvements or Property to a third party without the prior written consent of the Licensor.

(2) Use of the baseball field by the Licensee shall be limited to activities directly related to the Coral Shores High School baseball program. Any other use, shall require a written agreement between Licensor and Licensee.

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

3. **Term**

a. **Initial Use Term.** The initial use term of this Agreement shall commence on [redacted] (the "Commencement Date") and shall terminate [twenty years from commencement] [redacted] (the "Termination Date") unless sooner terminated pursuant to any provision hereof (the "Initial Use Term"), provided, however, if the Interlocal Agreement is terminated this Agreement shall also terminate on such date.

b. **Renewal Options.** Provided that Licensee is not in default under the provisions of this Agreement, Licensee shall have the option to extend the Initial Use Term of this Agreement

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

4. **Construction and Renovation of Improvements.**

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

b. Improvements. The improvements to be constructed by Licensee shall consist of: (1) a baseball field including underground conduits for future lighting, bleachers and dugouts, (the "Baseball Field"); (2) a multi-purpose structure containing public restrooms, press box, concession areas and storage areas, (the "Building"); and (3) all landscaping, fences, parking areas, pavements, fixtures, permanently affixed equipment, facilities (both above ground and below ground), and all other structures or improvements now or hereafter constructed by Licensee in connection with the Baseball Field and Building including all additions, alterations, modifications, renovations, and replacements thereto (collectively, the "Improvements"). Licensee shall be solely responsible for the maintenance of the Improvements and any necessary removal and replacement of the Baseball Field.

c. Approved Plans. Prior to commencement of any construction or renovation, the Licensee shall submit to the Licensor for review and approval, "Plans and Specifications" including a site plan for and through all phases of design and construction (e.g., schematic, design development, and construction) with respect to all Improvements for Licensor's written approval which shall not be unreasonably withheld or delayed. The Licensor shall provide its written approval or disapproval (specifying the basis for disapproval and/or comments) to any such Plans and Specifications within sixty (60) calendar days of receipt of request for same. If additional information is required or requested by Licensor as part of its approval/disapproval review process,

the sixty (60) calendar day timeframe shall not commence until receipt of any and all required or requested information from Licensee.

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

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

e. Contractor. In accordance with applicable law including competitive bidding requirements, Licensee shall enter into an agreement with a general contractor licensed in the State

of Florida (the "Contractor") to construct/renovate the Improvements. Licensee shall provide Licensor with written notice of the identity of the Contractor ("Notice of Contractor") no later than sixty (60) days prior to the commencement of construction of the Improvements or any portion thereof. Licensor shall have the right to approve the Contractor, which approval will not be unreasonably withheld or delayed. If Licensor does not approve of the Contractor, Licensor shall give Licensee written notice of its objections to the Contractor within sixty (60) days after its receipt of the Notice of Contractor, and Licensee will thereafter designate an alternate Contractor, subject to Licensor's review and approval, which approval will not be unreasonably withheld or denied.

f. Performance. Licensee shall ensure that Improvements are constructed in a good and workmanlike manner in accordance with the Plans and Specifications. The Contractor shall minimize adverse impacts to park users in other areas during active construction.

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

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

i. Standards of Construction. All construction/renovation of the Improvements shall be performed in such a manner as to provide that the Improvements shall:

- (1) Be structurally sound and safe for human occupancy, and free from any unusual hazards.
- (2) Be designed for use for only those purposes permitted herein.

- (3) The Improvements to be constructed upon the Property shall be fire resistant to the extent required by the provisions of the local applicable building codes and shall not be used for the manufacture or storage of flammable, explosive or hazardous materials in violation of applicable law.
- (4) Comply with the Approved Plans.
- (5) Comply with the terms and provisions of this Agreement.
- (6) Comply with all applicable laws, ordinances, rules, regulations and procedures of all applicable governmental authorities.

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

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

k. Consultation. If requested by the Licensor, the Licensee and its architect/engineer and contractor shall meet with the Licensor in periodically scheduled meetings to assess the status of completion.

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

m. As Built. Within one hundred twenty (120) days after the date a Certificate of Occupancy is issued for Improvements constructed/renovated by Licensee, the Licensee shall at its expense, provide the Licensor with a complete set of "as built" plans and specifications, including mylar reproducible "record" drawings, and, if available, one set of machine readable disks containing electronic data in an AUTOCAD format that meets the Licensor's graphic standards of the "as-constructed" or "record" plans for such Improvements. The "as built" plans submitted by Licensee must show the square footage of each Improvement depicted in such plans.

n. Required Governmental Permits and Approvals. Licensee, at its sole cost and expense, shall obtain all required permits and approvals from all governmental agencies having jurisdiction over the Property for any Improvements constructed or to be constructed by Licensee, including but not limited to departments, divisions or offices of the State of Florida, Monroe

County, Islamorada, Village of Islands, and the federal government. Licensee shall also pay all impact and concurrency fees associated with its development of the Property.

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

p. Access for Inspection. Licensee, its agents, employees and representatives are granted access to the Property with full right to: (1) inspect the Property; (2) to conduct reasonable tests thereon including, but not limited to, soil borings and hazardous waste studies, and to make such other examinations with respect thereto as Licensee, its counsel, licensed engineers, surveyors or other representatives may deem reasonably necessary. Any test, examinations or inspections of the Property by Licensee and all costs and expenses in connection with Licensee's inspection of the Property shall be at the sole cost of Licensee. Licensee shall remove or bond any lien of any type which attaches to the Property by virtue of any of Licensee's inspections.

Licensee hereby indemnifies and holds Licensor harmless from all loss, cost or expense, including, but not limited to, attorneys' fees and court costs resulting from Licensee's inspections in connection with the Property including all loss, cost or expense related to the removal, remediation, and/or disposal of any hazardous substance. If Licensee discovers hazardous substances as a result of its inspection and the Licensee fails to cease its inspection and/or removal, remediation and/or disposal of such hazardous substances during its inspections which results in additional contamination of the Property, then the Licensee shall also be responsible for the removal and/or remediation and/or disposal of the additional hazardous substances which the Licensee releases or spills on the Property after it discovers such hazardous substances located on the Property and which causes additional damage to the Property, but the Licensee is not responsible for the clean-up of the remaining hazardous substances which are located on or beneath the Property. Licensee shall have a Phase I environmental assessment performed on the Property prior to the commencement of construction.

q. Governmental Approval Joinder. Licensor agrees to reasonably cooperate with Licensee in seeking the governmental approvals for the Improvements including the execution of applications (to the extent required by such applicable governmental or quasi-governmental Authorities) and other documentation in connection with the governmental approvals; provided, Licensor shall not be required thereto to expend any sums in connection with such assistance (other than its review costs, either in-house or using outside agents or consultants). Licensor's joinder in such applications and other documentation may be conditioned upon Licensee's agreement to perform Licensor's obligations thereunder, which agreement on the part of Licensee shall survive the expiration or earlier termination of this Agreement until such time as the obligations required by such documents are satisfied or released. If any such documents in which Licensor's joinder is

requested contain material financial obligations binding (or which may become binding) upon Licensor, Licensee shall provide further assurances in a form and substance reasonably acceptable to Licensor in order to secure such material financial obligations. If this Agreement is terminated pursuant to this Section, then upon Licensor's request, Licensee shall withdraw all of its pending applications and terminate all agreements which are terminable and/or withdrawable by Licensee, with respect to the governmental approvals. The provisions of this sub-section shall be a surviving obligation which shall survive termination of this Agreement.

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

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

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

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

d. Comprehensive General Liability Insurance. The Licensee, in its general construction Agreement, shall require the general contractor performing any improvements to provide, pay for and maintain in force, during the time such work is being performed, comprehensive general liability insurance with limits of: (i) \$1,000,000.00 (with respect to work costing up to \$2,000,000.00), (ii) \$1,000,000.00 with a \$2,000,000.00 umbrella with respect to work between \$2,000,000.00 and \$5,000,000.00, and (iii) \$1,000,000.00 with a \$5,000,000.00 umbrella with respect to work in excess of \$5,000,000.00; all on a per occurrence combined single limit for bodily injury liability and property damage liability.

e. Insurance Requirements for Construction Contracts. Licensee agrees to include the following insurance language in any agreement it enters into with the general contractor

performing work for Licensee and Licensee further agrees to provide to Licensor, prior to commencement of the improvements with respect to such contract, certificates of insurance evidencing the contractor's compliance with the requirements of this Section:

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

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

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

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

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

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

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

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

f. With respect to the insurance to be obtained, the Licensee shall provide Licensor not less than ten (10) calendar days prior to the commencement of construction of the improvements or portion thereof, certificates of such applicable insurance evidencing the insurance coverage as specified above. The required certificates of insurance shall not only name the types of coverage provided but also shall refer specifically to this Agreement with the type of

insurance which is being furnished and shall state that such insurance is as required by such sections of this Agreement. If the initial insurance expires prior to the completion of the improvements, renewal certificates of insurance shall be furnished thirty (30) calendar days prior to the date of their expiration. Insurance shall not be canceled, modified, or restricted, without thirty (30) calendar days prior written notice to Licensor, and must be endorsed to provide the same.

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

6. **Compliance with Governmental Procedures.**

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

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

7. **Use Agreement.** The Village and School Board shall enter into a recreational use agreement (“Use Agreement”) annually that may be amended from time to time as needed.

8. **Maintenance of Improvements.** Licensee shall be responsible for maintaining the Improvements each year during the Term of this Agreement, including any Renewal Period.

Maintenance of the Improvements shall include, but is not limited to, the following: grass cutting, artificial turf maintenance/repair, landscaping, repair and replacement of lighting fixtures, and other maintenance, repair or replacement activities which are required to keep the Improvements in first class condition. Maintenance and utility consumption costs for the period of January 1 through May 31 of each year shall be paid by Licensee, at its sole cost and expense. Costs of maintenance and utility consumption costs for the period of June 1 through December 31 of each year maybe paid by Licensor, with maintenance to be provided by Licensee and its costs to be reimbursed by Licensor to Licensee monthly. Alternatively, for the period of June 1 through December 31 of each year, Licensor may maintain the Improvements itself or through a third-party vendor, at Licensor's sole cost and expense. In the event that either party fails to pay its respective share of costs and expenses associated with this Agreement, the other party shall have the right to (1) seek payment through available avenues set forth herein; or (2) provide written notice of termination as provided herein.

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

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

a. **Casualty Insurance.** Licensee and Licensor shall each, during the Term of this Agreement, insure and keep insured to the extent of not less than 100% of the insurable replacement value thereof, the Improvements including all buildings, structures, fixtures and attached equipment on the Property against such hazards and risks as may now or in the future be included under the Standard Form of Fire and Extended Coverage insurance policy of the State of Florida with a deductible not to exceed Twenty Five Thousand Dollars and zero cents (\$25,000.00).

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

c. **Business Automobile Liability Insurance** in an amount not less than Three Hundred Thousand Dollars and zero cents (\$300,000.00) per occurrence combined single limit, for bodily injury and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive

endorsements, as filed by the Insurance Services Office, and must include Owned, Non-owned and Hired vehicles.

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

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

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

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

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

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

11. **Damage or Destruction of Property.** For the time periods described in paragraph 8 for which the Licensee is responsible for maintenance, the Licensee shall also be responsible for, and bound by, the following:

a. Removal of Debris. If the Improvements located on the Property or any part thereof shall be damaged by fire, the elements, or other casualty, Licensee shall promptly remove, or cause

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Licensor:

Islamorada, Village of Islands

86800 Overseas Highway
Islamorada, FL 33036
Attention: Village Manager

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

If to Licensee: The School Board of Monroe County, Florida
241 Trumbo Road, P.O. Box 1788
Key West, FL 33041-1788
Attention: Superintendent

With a copy to: Vernis and Bowling of the Florida Keys P.A.
81990 Overseas Highway
Islamorada, Florida 33036
Attention: Dirk M. Smits

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

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

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

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

[Remainder of page intentionally left blank]

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

Witnesses:

Print Name: _____

Print Name: _____

LICENSEE:

THE SCHOOL BOARD OF MONROE
COUNTY, FLORIDA

By: _____

Print Name: _____

Title: _____

Witnesses:

Print Name: _____

Print Name: _____

LICENSOR:

ISLAMORADA, VILLAGE OF ISLANDS, a
Florida municipal corporation

By: _____

Print Name: _____

Title: _____

[Acknowledgments on following page]

STATE OF FLORIDA)
) ss.:
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 2025, by _____, as _____ of The School Board of Monroe County, Florida, on behalf of the School Board, who (check one) is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public

Print Name

STATE OF FLORIDA)
) ss.:
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 2025, by _____, as _____ of Islamorada, Village of Islands, on behalf of the Village, who (check one) is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public

Print Name