Islamorada, Village of Islands

REGULAR AND LAND VILLAGE COUNCIL MEETING

August 20, 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.** Raftelis Report on Wastewater Rate Study
- **B.** Sea Oats Beach Coastal Resilience Pilot Project — Reef Starter
- **C.** FKAA Water Transmission Main Update

V. CITIZENS' ADVISORY COMMITTEE REPORTS & APPOINTMENTS

- **A.** Near Shore Water Regulation Committee Report — Dianne Harbough (Chair)
- **B.** Land Acquisition Advisory Committee Report - Greg Dully (Chair)
- **C.** Citizens Advisory Committee Appointments **TAB 1**

  Appointment to the Historical Preservation Commission for a Term Ending May 2027
  Appointment to the Workforce/Affordable Housing Citizens' Advisory Committee for a Term Ending in May 2028
  Appointments to the Parks & Recreation Committee for Terms Ending in May 2028

VI. MAYOR / COUNCIL COMMUNICATIONS

VII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

VIII. PUBLIC COMMENT

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

IX. CONSENT AGENDA

A. Approval of Meeting Minutes: **TAB 2**
Regular Village Council Meeting - July 7, 2026
Land Use Village Council Meeting - July 9, 2026
Joint Workshop with Monroe County School Board - July 21, 2026
Special Call Village Council Meeting - July 27, 2026

B. Resolution Approving an Agreement with Premier Lakes for the Repair of the Village's Canal Air Curtain Systems **TAB 3** Peter Frezza, Environmental Resources Manager

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A WORK AGREEMENT FOR THE REPAIR OF THE VILLAGE'S CANAL AIR CURTAIN SYSTEMS FROM PREMIER LAKES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE NECESSARY DOCUMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; APPROVING THE WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

C. Resolution Approving the Expansion of the Village Enterprise Surveillance System to Include the MPK Generator Storage Building **TAB 4** Vince Tarves, IT Director, A.J. Engelmeyer, Public Works Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AN INCREASE TO THE CUMULATIVE AUTHORIZED NOT-TO-EXCEED AMOUNT FOR COUNCIL-APPROVED PROJECTS WITH MONIFI TECHNOLOGY GROUP, LLC; APPROVING THE EXPANSION OF THE VILLAGE'S ENTERPRISE SURVEILLANCE SYSTEM TO INCLUDE THE MPK GENERATOR STORAGE BUILDING; WAIVING COMPETITIVE BIDDING; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ALL NECESSARY PURCHASE DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

D. Resolution Approving Revisions to Village Personnel Policy Manual **TAB 5** Jamie Terry, Human Resources Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA ADOPTING AN UPDATED VILLAGE PERSONNEL POLICY MANUAL; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PERSONNEL POLICY MANUAL; AND PROVIDING FOR AN EFFECTIVE DATE.

E. Resolution Approving the Rankings and Vendor Selection for RFP 26-07 – Council Chamber Broadcast & Audio/Visual System Hardware Refresh **TAB 6** Vince Tarves, IT Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 26-07

EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR COUNCIL CHAMBER BROADCAST & AUDIO/VISUAL SYSTEM HARDWARE REFRESH; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

F. Resolution Approving Florida Keys Stewardship Funding Distribution Agreement **TAB 7** Ron Saunders, Village Manager

G. Resolution Approving Amendment Number 3 to the Village Emergency Medical Services Fee Schedule **TAB 8** Terry Abel, Fire Chief

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA AMENDING RESOLUTION NO. 15-02-14 TO REVISE THE VILLAGE'S EMERGENCY MEDICAL SERVICES FEE SCHEDULE; AND PROVIDING FOR AN EFFECTIVE DATE

H. Resolution Approving the Grant Agreement with U.S. DOT for Safe Streets and Roads for All Program **TAB 9** Alyssa Panzer, Grants and Environmental Coordinator

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING THE SAFE STREETS AND ROADS FOR ALL GRANT AGREEMENT WITH THE U.S. DEPARTMENT OF TRANSPORTATION FOR THE DEVELOPMENT OF A COMPREHENSIVE SAFETY ACTION PLAN; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE.

X. **END OF CONSENT AGENDA**

XI. RESOLUTIONS

A. Resolution Approving the Ranking and Recommendation of the RFP 26-06 Evaluation Committee and Authorization to enter into an Agreement with Adventure Environmental, Inc. for the Canal 145 Restoration Project **TAB 10** Peter Frezza, Environmental Resources Manager

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 26-06 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR THE CANAL 145 BACKFILL RESTORATION PROJECT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN

AGREEMENT FOR THE PROJECT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

B. Resolution Approving a Use and Occupancy Agreement with FDOT for the Caboose Property on Upper Matecumbe **TAB 11** Peter Frezza, Environmental Resources Manager

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A USE AND OCCUPANCY AGREEMENT FOR THE CABOOSE PROPERTY (PARCEL 521) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

C. Resolution Approving FY 26-27 North Plantation Key Non-Ad Valorem Assessment Rate and Roll **TAB 12** (A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE CONSTRUCTION AND FUNDING OF WASTEWATER COLLECTION AND TREATMENT FACILITIES WITHIN THE NORTH PLANTATION KEY ASSESSMENT AREA; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

D. Resolution Approving FY 26-27 North Plantation Key Supplemental Wastewater Non-Ad Valorem Assessment Rate and Roll **TAB 13** (A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE CONSTRUCTION AND FUNDING OF WASTEWATER COLLECTION AND TREATMENT FACILITIES WITHIN THE NORTH PLANTATION KEY SUPPLEMENTAL ASSESSMENT AREA; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

E. Resolution Approving the FY 26-27 North Plantation Key Woods Corner Wastewater Non-Ad Valorem Assessment Rate and Roll **TAB 14** (A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE COLLECTION OF WASTEWATER FEES AND ADMINISTRATIVE COSTS WITHIN THE WOODS CORNER ASSESSMENT AREA; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; APPROVING THE ASSESSMENT

ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

F. Resolution Approving FY 26-27 Remaining Service Area Phase I Wastewater Non-Ad Valorem Assessment Rate and Roll **TAB 15** (A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE CONSTRUCTION OF WASTEWATER COLLECTION AND TREATMENT FACILITIES FOR THE WASTEWATER ASSESSMENT AREA WITHIN THE VILLAGE EXCLUDING THE NORTH PLANTATION KEY, WOODS CORNER, AND NORTH PLANTATION KEY SUPPLEMENTAL ASSESSMENT AREAS; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE

G. Resolution Approving FY 26-27 Remaining Service Area Phase II Wastewater Non-Ad Valorem Assessment Rate and Roll **TAB 16** (A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE CONSTRUCTION AND FUNDING OF WASTEWATER COLLECTION AND TREATMENT FACILITIES FOR PHASE II OF THE WASTEWATER ASSESSMENT AREA WITHIN THE VILLAGE BUT EXCLUDING THE NORTH PLANTATION KEY, NORTH PLANTATION KEY SUPPLEMENTAL AND WOODS CORNER ASSESSMENT AREAS; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE

H. Resolution Approving the FY 26-27 Stormwater Services Non-Ad Valorem Assessment Rate and Roll **TAB 17** (A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES; REIMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST CERTAIN REAL PROPERTY WITHIN ISLAMORADA, VILLAGE OF ISLANDS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; APPROVING THE STORMWATER ASSESSMENT ROLL FOR THE STORMWATER SERVICE ASSESSMENTS; PROVIDING FOR COLLECTION OF THE STORMWATER SERVICE ASSESSMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

I. Resolution Approving the FY 26-27 Final Solid Waste Non-Ad Valorem Assessment Rate for Residential Services and Roll **TAB 18** (A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE IN ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA; REIMPOSING SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING FOR AN EFFECTIVE DATE

J. Resolution Approving Fourth Addendum to Island Disposal Contractual Services Agreement **TAB 19** A.J. Engelmeyer, Public Works Director

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

K. Resolution Approving a First Amendment to Project Agreement Work Authorization Number 3 with Page Excavating, Inc. **TAB 20** A.J. Engelmeyer, Public Works Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A FIRST AMENDMENT TO WORK AUTHORIZATION NO. 3 BETWEEN PAGE EXCAVATING, INC. AND ISLAMORADA, VILLAGE OF ISLANDS, INCREASING THE NOT-TO-EXCEED AMOUNT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE FIRST AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

L. Resolution Approving Amendment Number 3 to the Agreement with Tetra Tech, Inc., for Debris Monitoring Services and Adding Financial Recovery Assistance Services **TAB 21** (Terry Abel, Fire Chief)

RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING EXECUTION OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH TETRA TECH, INC., FOR DEBRIS MONITORING SERVICES AND ADDING FINANCIAL RECOVERY ASSISTANCE SERVICES; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

M. Resolution Approving Amendment Number 4 to the Agreement with Ashbritt, Inc. for Debris Management Services **TAB 22** Terry Abel, Fire Chief

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING EXECUTION OF AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ASHBRITT, INC., FOR DEBRIS MANAGEMENT SERVICES; APPROVING THE REVISED FEE SCHEDULE ATTACHED AS EXHIBIT A; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AMENDMENT NO. 4; AND PROVIDING FOR AN EFFECTIVE DATE

N. Resolution Approving Amendment Number 1 for Fire Apparatus Maintenance and Repair Services with Florida Keys EVR, LLC **TAB 23** Terry Abel, Fire Chief

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN FLORIDA KEYS EVR, LLC AND ISLAMORADA, VILLAGE OF ISLANDS, FOR FIRE RESCUE VEHICLE, APPARATUS, MAINTENANCE, AND REPAIR SERVICES; APPROVING THE AMENDED FEE SCHEDULE ATTACHED AS EXHIBIT A; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE.

O. Resolution Approving Fiscal Year 2025-2026 Purchases from Bound Tree Medical LLC **TAB 24** Terry Abel, Fire Chief

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2025-2026 EXPENDITURES WITH BOUND TREE MEDICAL FOR THE SUPPLIES FOR THE VILLAGE'S FIRE RESCUE; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

XII. ORDINANCES

XIII. QUASI-JUDICIAL

A. Ordinance to Amend the Future Land Use Map from Public and Semi-Public Services to Mixed Use of Parcel 00402900-000000 - **Second Reading TAB 25** Jennifer DeBoisbriand , Planning Director

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, TO AMEND THE VILLAGE'S FUTURE LAND USE MAP FROM PUBLIC/SEMI-PUBLIC SERVICES (PS) TO MIXED USE (MU) FOR THE SUBJECT PROPERTY, LOCATED ON UPPER MATECUMBE KEY, WITH REAL ESTATE NUMBER 00402900-000000, AS LEGALLY DESCRIBED HEREIN;

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

B. Ordinance to Amend the Zoning Map from Public and Semi-Public Services District to Highway Commercial District for Parcel 00402900-000000 - **Second Reading TAB 26** Jennifer DeBoisbriand , Planning Director

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, TO AMEND THE OFFICIAL ZONING MAP FROM PUBLIC/SEMI-PUBLIC SERVICES (PS) TO HIGHWAY COMMERCIAL (HC) FOR THE SUBJECT PROPERTY, LOCATED ON UPPER MATECUMBE KEY, WITH REAL ESTATE NUMBER 00402900-000000, AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF ECONOMIC OPPORTUNITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

C. Administrative Appeal of a Dwelling Unit Determination for 86751 Old Highway **TAB 27** Jennifer DeBoisbriand , Planning Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING ADMINISTRATIVE APPEAL NO. PLADA20260069 FILED BY MARK GREGG (APPELLANT) RELATING TO AN ADMINISTRATIVE DECISION AND INTERPRETATION BY THE DIRECTOR OF PLANNING (RECONSIDERATION OF DWELLING UNIT DETERMINATION) FOR PROPERTY LOCATED AT 86751 OLD HWY (REAL ESTATE NUMBER 00411890-000000), ON PLANTATION KEY, ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS LEGALLY DESCRIBED HEREIN; AND PROVIDING FOR THE TRANSMITTAL OF THIS RESOLUTION TO THE STATE DEPARTMENT OF COMMERCE AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS RESOLUTION FROM THE STATE DEPARTMENT OF COMMERCE.

XIV. MOTIONS

XV. ADJOURNMENT

XVI. STATUS UPDATE (FORMERLY AFTER ACTION REPORT)

A. August 2026 Update **POCKET**

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.

REEFSTARTER
Shorelines, Reimagined

Sea Oats Beach Coastal Resilience Pilot

Pre-Meeting Brief for the Village of Islamorada Village Council and Staff

ReefStarter invites the Village of Islamorada to explore a coastal-resilience pilot at Sea Oats Beach. At the upcoming Council meeting, ReefStarter will ask the Village to join as a co-applicant on the Joint Coastal Permit (JCP) application. This is a request for public support and coordination, not Village funding. Village participation would demonstrate local support and help agencies coordinate an efficient review.

ABOUT REEFSTARTER

ReefStarter develops modular, hybrid reef-breakwater infrastructure. Precast modules are assembled into a reef-like structure designed for site-specific deployment offshore.

The system is intended to reduce wave energy, shoreline erosion, and storm-wave impacts. Its hard-substrate surfaces may also create habitat opportunities for marine life, which can be evaluated through monitoring.

For each site, our engineers use site data, modeling, and monitoring to evaluate performance under local conditions and refine the design.

HOW PROJECTS ADVANCE

The pilot would advance through established engineering and regulatory steps, with Village and agency input at key stages.

- **Screening & modeling —** site screening, feasibility assessment, and wave-energy modeling are done to establish whether and how a structure would perform under site conditions.
- **Engineering & permitting —** site-specific engineering with plans are submitted for review by federal and local agencies (for example, FKNMS, FDEP, USACE, and NOAA).
- **Fabrication & deployment —** local fabrication of precast modules is done using ReefStarter forms and liners, followed by offshore deployment by local contractors.

TESTING & PARTNERSHIP EXPERIENCE

ReefStarter has conducted computer simulations and 1:10-scale physical modeling in the Florida Institute of Technology wave tank, focused on module stability and wave-structure interaction. Additional 1:3-scale physical modeling at Keys Marine Lab included a 17-day flow-tank immersion to observe early ecological performance on test modules. This work provides a technical foundation for site-specific analysis at Sea Oats Beach.

The company has developed grant support and partnerships relevant to this work, including partners and memoranda of understanding with the Coral Restoration Foundation, PCCI (an ocean-engineering firm), the Florida Institute of Technology, Keys Marine Lab, and the Florida Institute of Oceanography.

Sea Oats Beach Coastal Resilience Pilot

Preliminary concept and proposed partnership

WHY SEA OATS BEACH

Sea Oats Beach has several characteristics that make it a promising location for evaluating a ReefStarter pilot:

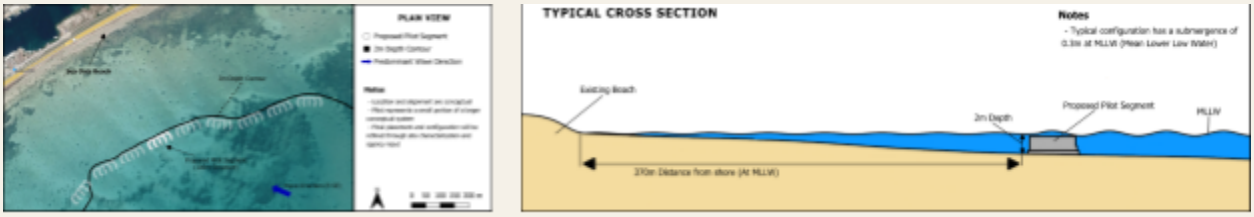
- Critically eroded shoreline designation
- Historical turtle nesting
- Documented Hurricane Irma impacts
- Repeated vegetation restoration failures
- Current Village restoration efforts underway

Together, these conditions make Sea Oats Beach a strong candidate for evaluating whether an offshore reef-breakwater could complement current Village restoration efforts, reduce storm-wave impacts, preserve views, and support habitat and beach recovery—including conditions favorable for future turtle nesting.

PRELIMINARY PROJECT CONCEPT

The initial design concept is an approximately 100-meter reef-breakwater segment near the 2 meter depth contour, roughly 370 meter offshore, with a typical crest submergence of about 0.3 m at mean lower low water (MLLW). The predominant wave direction is from the east-southeast (E-SE). This pilot structure would serve as a proof of concept for the technology at this site. If long term monitoring studies indicate that the structure could provide the expected coastal protection benefits, ReefStarter will seek permits to expand to the full scale project required for protecting the full span of Sea Oats Beach.

These dimensions are a starting point. Site characterization, engineering analysis, agency input, and permitting would determine the final location, alignment, and configuration.



(L) Conceptual plan view: proposed ~100 m pilot segment near the 2 m depth contour; alignment illustrative only. (R)Typical cross section: ~370 m from shore; typical crest submergence ~0.3 m at MLLW.

PROPOSED PARTNERSHIP WITH THE VILLAGE

ReefStarter is asking the Village to serve as a co-applicant on the Joint Coastal Permit (JCP) application and publicly support continued evaluation of the Sea Oats Beach pilot. **No direct Village funding is requested.** Village participation would provide local coordination and help agencies conduct an efficient, well-informed review. As co-applicant, the Village and ReefStarter would coordinate on:

- Available site data and site characterization
- JCP application coordination and agency engagement
- Clear, transparent community information
- Review of project milestones and next steps

Requested Council action: Authorize the Village to participate as co-applicant on the JCP application and direct staff to coordinate with ReefStarter on the application process. This action would not commit Village funds or approve construction; any future commitments would be considered separately.

Preliminary concept for discussion. Final design is subject to engineering, agency review, and permitting. Figures and values are drawn from ReefStarter's pre-meeting presentation.

Historic Preservation Commission
Barbara Edgar (Chair)
Tammie Gurgiolo (Vice Chair)
Roland Moore
Jerald O'Cathey
VACANCY
Daphne Sanitz
Craig Zabransky

Land Acquisition Advisory Committee
Karyn Allman
Carolyn Ambler (Vice Chair)
Howie Arnold
Alan Cockerham
Frank Derfler
Greg Dully (Chair)
Tammie Gurgiolo
Michelle Robinson
Derke Snodgrass
Matt Turk

Local Planning Agency
Cheryl Culberson (Chair)
Greg Dully
Tony Hammon
Corie McGraw-Abel
James Rhyne
Matt Turk
Roger Young

Near Shore Water Citizens' Advisory Committee
Joe Babino
Matt Bellinger
Sarah Hamlyn
Dianne Harbaugh (Chair)
Nick Kross
Steven Leopold
Jason Richards
Adam Starr
William Todd
Roger Young (Vice Chair)

Parks and Recreation Citizens' Advisory Committee
Ted Benbow
VACANCY
Alina Davis
Natasha Early
David Epstein
VACANCY
Joseph Jannach
Richard Russell (Vice Chair)
John Weare
Carolyn Wightman (Chair)

Workforce/Affordable Housing Citizens' Advisory Committee
Joe Babino
Frank Derfler
Greg Dully
Dean Eakin (Chair)
Scott Goss (Vice Chair)
VACANCY
Anna Reckwerdt
VACANCY
Whitney Trentine
Lee Christine Young

Islamorada Youth Council
Dax Collins
Corben Dean
Allegra Fucaraccio (Chair)
Jaida Greenwald
Kai Guth
Zane Rindom
Tristan Rios
Julia Rusch
Abbie Sargent
Nathaniel Shugarman (Vice Chair)

From: noreply@civicplus.com
To: Marne McGrath
Subject: Online Form Submittal: Boards & Committees Application
Date: Wednesday, July 22, 2026 1:04:01 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Boards & Committees Application

	X
Committee(s) Applying for:	Historic Preservation Commission (HPC)
Personal Information	
First Name	Marilyn
Last Name	Smith
Address1	87851 Old Hwy P2
Address2	*Field not completed.*
City	Islamorada
State	FL
Zip	33036
Phone Number	305-304-3592
Email Address	marilynstevenson@icloud.com
Occupation	Retired paralegal
Residency Information	
Length of Residency in Islamorada	3 years
Are you a registered voter	Yes
Organization Membership Information	
Are you currently serving on other Boards, Commissions,	No

or Committees?	
If yes, which	*Field not completed.*
Have you served on a Board, Commission, or Committee before?	No
If yes, which	*Field not completed.*
Please list organization memberships and positions held	*Field not completed.*
Please List Areas of Special Interest	I am applying for this commission because I am a member of the Florida Keys History and Discovery Center and have enjoyed learning about Upper Keys History, after moving here from Key West where we lived for 25+ years.
Please Upload Letter of Interest	LTR Historic Preservation Comm.pdf

Email not displaying correctly? View it in your browser.

Marne McGrath

From: noreply@civicplus.com
Sent: Monday, August 3, 2026 1:28 PM
To: Marne McGrath
Subject: Online Form Submittal: Boards & Committees Application

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Boards & Committees Application

	Field not completed.
Committee(s) Applying for:	Workforce/Affordable Housing Citizens' Advisory Committee
Personal Information	
First Name	Joan
Last Name	Jacobs
Address1	194 Plantation Avenue
Address2	*Field not completed.*
City	Islamorada
State	FL
Zip	33070
Phone Number	9256402048
Email Address	joanmmj@gmail.com
Occupation	retired R.N.
Residency Information	
Length of Residency in Islamorada	6.5 years

Are you a registered voter	Yes
Organization Membership Information	
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which	*Field not completed.*
Have you served on a Board, Commission, or Committee before?	No
If yes, which	*Field not completed.*
Please list organization memberships and positions held	*Field not completed.*
Please List Areas of Special Interest	housing, environment, traffic, taxes
Please Upload Letter of Interest	ltr re workforce committee.docx

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
To: Marne McGrath
Subject: Online Form Submittal: Boards & Committees Application
Date: Monday, July 6, 2026 6:39:15 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Boards & Committees Application

	Field not completed.
Committee(s) Applying for:	Parks & Recreation Committee
Personal Information	
First Name	cindy
Last Name	smith
Address1	86000 Overseas Highway
Address2	*Field not completed.*
City	Islamorada
State	FL
Zip	33036
Phone Number	3059239984
Email Address	route3keylargo@gmail.com
Occupation	Retired
Residency Information	
Length of Residency in Islamorada	4 years
Are you a registered voter	Yes
Organization Membership Information	
Are you currently serving on other Boards, Commissions,	No

or Committees?	
If yes, which	*Field not completed.*
Have you served on a Board, Commission, or Committee before?	No
If yes, which	*Field not completed.*
Please list organization memberships and positions held	Samaritan's Purse-church/community relations coordinator, cindyclausinc-president
Please List Areas of Special Interest	Nature, photography, children,community relationships
Please Upload Letter of Interest	IMG_7469.jpeg

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
To: Marne McGrath
Subject: Online Form Submittal: Boards & Committees Application
Date: Tuesday, July 7, 2026 9:46:52 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Boards & Committees Application

	Field not completed.
Committee(s) Applying for:	Parks & Recreation Committee
Personal Information	
First Name	Paul
Last Name	Webering
Address1	145 Plantation Blvd
Address2	*Field not completed.*
City	ISLAMORADA
State	FL
Zip	33036
Phone Number	7738495585
Email Address	pwebering@gmail.com
Occupation	Vice President of Facilities Management
Residency Information	
Length of Residency in Islamorada	6 months
Are you a registered voter	Yes
Organization Membership Information	
Are you currently serving on other Boards, Commissions,	No

or Committees?	
If yes, which	*Field not completed.*
Have you served on a Board, Commission, or Committee before?	No
If yes, which	*Field not completed.*
Please list organization memberships and positions held	Board of Directors - Hike to Help Refugees / American Society for Health Care Engineering
Please List Areas of Special Interest	Construction, Conservation, Affordable Housing, and Service
Please Upload Letter of Interest	Parks and Recreation Committee Application.pdf

Email not displaying correctly? View it in your browser.

Print

Boards & Committees Application - Submission #98

Date Submitted: 7/21/2026

☐

Committee(s) Applying for:

Check all that apply

- ☐ Historic Preservation Commission (HPC)
- ☐ Local Planning Agency (LPA)
- ☐ Land Acquisition Advisory Committee (LAAC)
- ☐ Near Shore Water Regulation Committee
- ☑ Parks & Recreation Committee
- ☐ Workforce/Affordable Housing Citizens' Advisory Committee

Personal Information

First Name*

Scott

Last Name*

Goss

Address1*

101 W Pippin Dr.

Address2

City*

Islamorada

State*

FL

Zip*

33036

Phone Number*

9106127947

Email Address

scott.r.goss@gmail.com

Occupation*

Executive Director - Habitat for Humanity of the Upper Keys

Residency Information

Length of Residency in Islamorada*

5 years

Are you a registered voter*

- (●) Yes
- ( ) No

Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees?*

- (●) Yes
- ( ) No

If yes, which

Affordable Housing

Have you served on a Board, Commission, or Committee before?*

- ( ) Yes
- (●) No

If yes, which

Please list organization memberships and positions held

Upper Keys Rotary Club - Member

Please List Areas of Special Interest

Please Upload Letter of Interest

Islamorada_Parks_Rec_Letter_of.pdf

A letter of interest should include your general qualifications for consideration by Village Council for the appointment to the Committee.

Islamorada, Village of Islands
REGULAR VILLAGE COUNCIL MEETING

July 7, 2026 - 5:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

MINUTES

I. CALL TO ORDER / ROLL CALL

Mayor Don Horton called the meeting to order at 5:30 p.m.

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

ABSENT:

II. PLEDGE OF ALLEGIANCE

Sue Woltanski led the Pledge of Allegiance.

III. AGENDA: Requests for Deletion / Emergency Additions

There were no emergency additions or deletions to the agenda.

IV. REPORTS, PRESENTATIONS AND ANNOUNCEMENTS

A. Stormwater Master Plan Update by WSP

WSP Representative Gary Qui provided an update on the Stormwater Master Plan.

B. FKAA Transmission Main Project Update

David Mullen of Wade Trim presented the update, noting the connection points have been completed.

V. MAYOR / COUNCIL COMMUNICATIONS

Mayor Don Horton wished a happy birthday to staff members celebrating July birthdays.

VI. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

None.

VII. PUBLIC COMMENT

Mayor Don Horton opened public comment.

Speakers included:
Jamie Engel

Ken Thomas
Sue Miller
Lisa Graver
Joe Wischmeier
Tom Rafanello

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

Village Manager Ron Saunders noted that the Freebee agreement had been signed.

After discussion, Council directed staff to add an agenda item to the July 9th meeting to set a start date for the $2 Freebee rider fare.

VIII. CONSENT AGENDA

Mayor Don Horton opened public comment.

Sue Miller

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

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

A. Meeting Minutes: **TAB 1**
June 9, 2026 Regular Village Council Meeting Amended Minutes
June 11, 2026 Land Use Village Council Meeting

B. Authorization for Village Council Member and Charter Officer Travel to FLC Annual Conference in Hollywood **TAB 2**

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING COUNCIL MEMBERS AND CHARTER OFFICERS TO ATTEND THE 2026 FLORIDA LEAGUE OF CITIES CONFERENCE; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

C. Resolution Approving Work Authorization No. 4 with CBT Construction Development for Repair of Window Screens and Framing at the Russell Cottage **TAB 3** Peter Frezza, Environmental Resources Manager

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 4 WITH CBT CONSTRUCTION DEVELOPMENT INC., FOR RUSSELL COTTAGE WINDOW SCREEN REPAIR SERVICES; AUTHORIZING VILLAGE

OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION NO. 4; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT FOR WORK AUTHORIZATION NO. 4; AND PROVIDING FOR AN EFFECTIVE DATE

IX. **END OF CONSENT AGENDA**

X. RESOLUTIONS

A. Resolution Determining the Proposed Millage Rate for Fiscal Year 2026-2027, Establishing the Current Year Rolled-Back Rate, and the Date, Time, and Place for the First and Second Budget Hearings **TAB 4** (Hatti Jenkins, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, DETERMINING THE PROPOSED MILLAGE RATE FOR FISCAL YEAR 2026-2027; ESTABLISHING THE CURRENT YEAR ROLLED-BACK RATE, AND THE DATE, TIME AND PLACE FOR THE FIRST AND SECOND BUDGET HEARINGS AS REQUIRED BY STATE LAW; DIRECTING THE FINANCE DIRECTOR AND VILLAGE MANAGER TO PROPERLY FILE THE CERTIFICATION OF TAXABLE VALUE VIA E-TRIM; DIRECTING THE VILLAGE CLERK TO TRANSMIT THIS RESOLUTION TO THE MONROE COUNTY PROPERTY APPRAISER PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE OF THE STATE OF FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE

Village Manager Ron Saunders introduced the item, noting tonight was the starting point for the budget process. Last year we started at 3 mills, and staff recommends starting with 3 mills again. The Council can reduce the millage rate during the budget process, but cannot go any higher.

Council discussed various millage rates to begin the budget process, and selected a 2.8 proposed millage rate.

Mayor Don Horton opened public comment.

Speakers included:
Henry Rosenthal
Sue Miller
Tom Raffanello, representing Islamorada Community Alliance
Joe Wischmeier

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

ACTION: Motion to Approve with amendment to reduce from 3.0 to 2.8 item X.A. by Deb Gillis second by Anna Richards;

Motion Passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

B. Resolution Approving the Second Amendment of the Monroe County Sheriff's Office Police Services Agreement for FY 26-27 **TAB 5** Hatti Jenkins, Finance Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE CONTRACT FOR LOCAL POLICE SERVICES BETWEEN THE MONROE COUNTY SHERIFF'S OFFICE, THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AND ISLAMORADA, VILLAGE OF ISLANDS FOR FISCAL YEAR 2027 AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE

Finance Director Hatti Jenkins introduced the item, noting an increase in costs of about $200,000 over the previous year.

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

ACTION: Motion to Approve item X.B. by Deb Gillis second by Anna Richards;
Motion Passed with a 5:0 vote

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

NAYS: None

ABSTAIN: None

C. Resolution Approving Work Authorization #2 with Wade Trim Inc. to Provide Project Controls and Construction Oversight for the Conversion of the Village's NPK Transfer Pump Station Upgrade Project **TAB 6** A.J. Engelmeyer, Public Works Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 2 BETWEEN WADE TRIM, INC. AND ISLAMORADA, VILLAGE OF ISLANDS, PURSUANT TO RFQ 25-01; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

Public Works Director A.J. Engelmeyer introduced the item, noting that Wade Trim has been our longstanding vendor managing construction oversight for wastewater projects.

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

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

D. Resolution for Approval of Final Rankings and Recommendations of the RFP 26-05 NPK Booster Pump Station Upgrade **TAB 7** A.J. Engelmeyer, Public Works Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 26-05 EVALUATION COMMITTEE FOR THE NORTH PLANTATION KEY BOOSTER PUMP STATION UPGRADE; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AN AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

Village Attorney John Quick noted that two typographical errors in the original resolution had been corrected.

Public Works Director A.J. Engelmeyer reported that the evaluation committee held two meetings: the first to evaluate qualifications and the second to review pricing proposals.

He stated that Com Tech received the highest overall score and submitted a bid of approximately $6.7 million, compared to the engineer's estimate of approximately $7 million for the project.

Council discussed the options, and the consensus was to select the second-ranked vendor, Reynolds Construction.

Mayor Don Horton opened public comment.

Speakers included:
Sue Miller
Josh Vondersaal on behalf of Reynolds Construction

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

ACTION:	Motion to Approve moving forward with number two ranked vendor Reynolds item X.D. by Deb Gillis second by Sharon Mahoney; Motion Passed with a 5:0 vote
AYES:	Don Horton, Sharon Mahoney, Steve Friedman, Deb Gillis, Anna Richards
NAYS:	None
ABSTAIN:	None

E. Resolution Approving Baseball Field License Agreement with Monroe County Schools **TAB 8** Ron Saunders, Village Manager

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

Village Manager Ron Saunders summarized the history of the proposed license agreement and noted that Pat LaFere and School Board Member Sue Woltanski were present.

He explained that the School Board had approved revisions to the version of the agreement previously approved by the Village in January 2026; therefore, the Council was considering the School Board-approved version.

Mayor Don Horton noted that several questions remained regarding the agreement, including maintenance and long-term costs.

Mayor Don Horton opened public comment.

Speakers included:
Ed Davidson, representing FL Keys Citizens Coalition
Jamie Engel
David Engel
Sue Miller
Alina Davis
Doug Mientkiewicz
Tony Hammon
Tom Raffanello, representing Islamorada Community Alliance
Joe Wischmeier

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

Mayor Horton stated that Council had sought direct discussions with the School Board regarding the agreement and noted that several questions remained unresolved.

Village Attorney John Quick advised that the School Board-approved agreement included an amortization schedule and other provisions requiring Council consideration. Council discussed the need for additional financial information and clarification of certain terms.

Council discussed maintenance costs, insurance obligations, ADA improvements, liability concerns, and the need to ensure the agreement adequately protected the Village's interests. Mr. Quick identified several provisions that may require clarification or revision but stated that the concerns were negotiable and did not impact the project itself.

Council discussed scheduling a joint meeting with the School Board and possible timing for further consideration of the agreement. Staff advised that coordination would be required through the School Board administration.

Mayor Horton reopened public comment, and additional comments were received from Jamie Engel, Cheryl Culberson, Ed Davidson, Doug Mientkiewicz, and Tom Raffanello.

Council then discussed continuing consideration of the item to allow further discussions and review of the agreement terms.

ACTION:	Motion to renew request to meet with School Board jointly on July 21, subject to providing them with a specific list of items to be discussed item X.E. by Sharon Mahoney second by Anna Richards;
AYES:	Motion Passed with a 5:0 vote
NAYS:	Don Horton, Sharon Mahoney, Steve Friedman, Deb Gillis, Anna Richards
ABSTAIN:	None
	None

XI. ORDINANCES

A.

Ordinance of Islamorada, Village Of Islands, Florida, Amending Chapter 14 "Elections", Article I "In General", Creating Section 14-2 “Vacancy in Candidacy”; Providing for Severability; Providing for Inclusion in the Code; and Providing for an Effective Date - **Second Reading TAB 9**

John Quick, Interim Village Attorney

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 14 "ELECTIONS", ARTICLE I "IN GENERAL", CREATING SECTION 14-2 “VACANCY IN CANDIDACY”; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

Mayor Don Horton opened public comment.

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

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

B. Ordinance Concerning a Charter Amendment Related to Three-Year Staggered Terms - **Second Reading TAB 10** John Quick, Interim Village Attorney

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CALLING FOR A REFERENDUM VOTE TO BE HELD WITH THE GENERAL ELECTION ON TUESDAY, NOVEMBER 3, 2026; PROVIDING FOR SUBMISSION TO THE ELECTORS OF A PROPOSED AMENDMENT TO THE VILLAGE CHARTER RELATING TO THREE-YEAR STAGGERED TERMS OF OFFICE WITH THREE TERM LIMIT; PROVIDING FOR PLACEMENT ON THE BALLOT; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR AUTHORIZATION OF VILLAGE CLERK AND FOR VILLAGE CANVASSING BOARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CHARTER/CONFORMITY OF AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

Mayor Don Horton opened public comment.

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

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

C. Ordinance Concerning a Charter Amendment Related to Council Compensation - **Second Reading TAB 11** John Quick, Interim Village Attorney

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CALLING FOR A REFERENDUM VOTE TO BE HELD WITH THE GENERAL ELECTION ON TUESDAY, NOVEMBER 3, 2026; PROVIDING FOR SUBMISSION TO THE ELECTORS OF A PROPOSED AMENDMENT TO THE VILLAGE CHARTER RELATING TO COUNCIL SALARIES; PROVIDING FOR PLACEMENT ON THE BALLOT; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING FOR NOTICE OF ELECTION;

PROVIDING FOR AUTHORIZATION OF VILLAGE CLERK AND FOR VILLAGE CANVASSING BOARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CHARTER/CONFORMITY OF AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

Mayor Don Horton opened public comment.

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

ACTION:	Motion to not put this item on the ballot as a charter amendment item XI.C. by Don Horton second by Deb Gillis; Motion Passed with a 3:2 vote
AYES:	Don Horton, Steve Friedman, Deb Gillis
NAYS:	Sharon Mahoney, Anna Richards
ABSTAIN:	None

D. Ordinance Concerning a Charter Amendment Related to the Filling of Vacancies on Council - **Second Reading TAB 12** John Quick, Interim Village Attorney

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CALLING FOR A REFERENDUM VOTE TO BE HELD WITH THE GENERAL ELECTION ON TUESDAY, NOVEMBER 3, 2026; PROVIDING FOR SUBMISSION TO THE ELECTORS OF A PROPOSED AMENDMENT TO THE VILLAGE CHARTER PERTAINING TO COUNCILMEMBER VACANCIES; PROVIDING FOR PLACEMENT ON THE BALLOT; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR AUTHORIZATION OF VILLAGE CLERK AND FOR VILLAGE CANVASSING BOARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CHARTER/CONFORMITY OF AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

Mayor Don Horton opened public comment.

Speakers included:
Tom Raffanello

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

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

E. Ordinance Concerning a Charter Amendment Related to Super-Majority Voting in Certain Instances - **Second Reading TAB 13** John Quick, Interim Village Attorney

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CALLING FOR A REFERENDUM VOTE TO BE HELD WITH THE GENERAL ELECTION ON TUESDAY, NOVEMBER 3, 2026; PROVIDING FOR SUBMISSION TO THE ELECTORS OF A PROPOSED AMENDMENT TO THE VILLAGE CHARTER PERTAINING TO SUPER-MAJORITY VOTING; PROVIDING FOR PLACEMENT ON THE BALLOT; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR AUTHORIZATION OF VILLAGE CLERK AND FOR VILLAGE CANVASSING BOARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CHARTER/CONFORMITY OF AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

Mayor Don Horton opened public comment.

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

ACTION:	Motion to Approve to authorize the language in the ballot question to purchase item XI.E. by Anna Richards second by Sharon Mahoney; Motion Passed with a 4:1 vote
AYES:	Don Horton, Sharon Mahoney, Steve Friedman, Anna Richards
NAYS:	Deb Gillis
ABSTAIN:	None

XII. MOTIONS

XIII. ADJOURNMENT

There being no further business, Mayor Don Horton adjourned the meeting at 9:21 p.m.

XIV. STATUS UPDATE/AFTER ACTION REPORT

A. July 2026 Update

Marne McGrath, Village Clerk

Islamorada, Village of Islands
LAND USE VILLAGE COUNCIL MEETING

July 9, 2026 - 5:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

MINUTES

I. CALL TO ORDER / ROLL CALL

Mayor Don Horton called the meeting to order at 5:30 p.m.

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

ABSENT:

II. PLEDGE OF ALLEGIANCE

Kate DeLoach led the Pledge of Allegiance.

III. AGENDA: Requests for Deletion / Emergency Additions

There were no emergency additions or deletions to the agenda.

IV. MAYOR / COUNCIL COMMUNICATIONS

Mayor Don Horton shared recently approved appropriations and thanked Kate from the Southern Group for attending the meeting.

V. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

Village Manager Ron Saunders noted that a $20 million stewardship grant has recently been appropriated for hurricane recovery. He estimated Islamorada would receive around $2 million in funds.

Mr. Saunders noted that several residents contacted him about sargassum odor. He reported that he had called several entities and that he may have a project to remove the sargassum before it reaches the shore.

A. ADDED DURING JULY 7 COUNCIL MEETING — Implementation of Freebee Rider Fee

Village Manager Ron Saunders introduced the item, noting that the Freebee contract had been executed and that tonight's discussion was to set a date to implement the $2.00 rider fee.

Vice Mayor Sharon Mahoney requested moving the discussion to after the quasi-judicial hearing.

VI. PUBLIC COMMENT

Mayor Don Horton opened public comment.

Speakers included:
Jamie Engel
Sue Miller, representing the Islamorada Community Alliance
Joe Wischmeier

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

QUASI-JUDICIAL

A. Long Dock Variance for 18 Avacado Street **TAB A** Daniel Parobok, Assistant Planning Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST BY GLEN BOE & ASSOCIATES, INC, AGENT FOR DAVID VAN SANT FOR A DOCK LENGTH VARIANCE FOR THE DEVELOPMENT OF A PIER-TYPE DOCK WITH A 4' X 145' ACCESS WALK CULMINATING IN A 160 SQUARE FOOT (8' X 20') TERMINAL PLATFORM, FOR A DOCKING FACILITY WITH A TOTAL FOOTPRINT OF 740 SQUARE FEET ON PROPERTY LOCATED AT 18 AVACADO STREET, UPPER MATECUMBE KEY, AS LEGALLY DESCRIBED IN EXHIBIT "A;" PROVIDING FOR THE TRANSMITTAL OF THIS RESOLUTION TO THE FLORIDA DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Attorney John Quick introduced the resolution.
Council was asked to disclose any ex parte communications:
Council Member Steve Friedman - Spoke to staff and received a voicemail from Brett Ekblom.
Council Member Deb Gillis - None
Council Member Anna Richards - Brett Ekblom and Ty Harris, asked if she had questions concerning the variance.
Vice Mayor Sharon Mahoney - Brett Ekblom, asked if she had questions regarding the variance.
Mayor Don Horton - Ty Harris and Brett Ekblom, discussed the variance and also received many emails about the variance.
Assistant Planning Director Daniel Parabok introduced the request, noting staff had reviewed the request for the Long Dock Variance for a 145-foot-long dock and determined that the request meets the applicable criteria. Therefore, staff recommends approval of the variance.

Ty Harris, representing the applicant, explained the criteria for the variance and noted that the Army Corps of Engineers and Florida Department of Environmental Protection have already approved the project. Noted the request was due to the applicant needing more clearance between the dock and the seagrass.

In favor:
None

In opposition:
Matt and Suzanne Smoczynski

Mayor Don Horton asked if the property had been cleared. Assistant Planning Director Parabok noted that it was and had been done before a permit was issued; however, there were no open code cases. Mr. Parabok stated that all mitigation fees had been doubled and that all fees must be paid prior to receiving a CofO.

Ty Harris rebutted and recommended disincentivizing the practice of proceeding without a permit. He suggested the Village consider changing the code. The contractors had started early, and a stop work order had been issued.

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

VIII. MOTIONS

Council continued the discussion on implementing a fare for Freebee riders.

Mayor Don Horton opened public comment.

Speakers included:
Jamie Engel
Sue Miller, representing the Islamorada Community Alliance
Joe Wischmeier

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

After Council discussion, there was consensus to begin the $2 Freebee rider fare on Monday, July 20.

ACTION:	Motion to Approve to advise Freebee in writing to begin implementing a $2.00 fee on Monday, July 20, 2026 item VIII. by Sharon Mahoney second by Anna Richards; Motion Passed with a 4:1 vote
AYES:	Don Horton, Sharon Mahoney, Steve Friedman, Anna Richards
NAYS:	Deb Gillis
ABSTAIN:	None

Council discussed holding a joint workshop with the Monroe County School Board concerning the baseball field license agreement.

Mayor Horton opened public comment.

Speakers included:
Jamie Engel

Mayor Horton closed public comment

Village Attorney John Quick determined that there were no procedural restrictions on the Council meeting outside the Village. It was noted that the School Board was meeting on July 21 at Marathon High School.

Village Manager Ron Saunders indicated he would contact Monroe School Superintendent Tierney to request a joint workshop with the Board before their July 21 meeting.

A Special Call Village Council Meeting was scheduled for Monday, July 27 at 5:30 p.m. to discuss and potentially approve the baseball field license agreement.

IX. ADJOURNMENT

There being no further business, Mayor Don Horton adjourned the meeting at 7:13 p.m.

Marne McGrath, Village Clerk

Monroe County School District Special Business Meeting Agenda Joint Special Meeting between the Monroe County School Board and Islamorada Village Council

Tuesday, July 21, 2026	**1:30 PM**	**Marathon High School - Media Center 350 Sombrero Beach Rd Marathon, FL 33050**

JOINT SPECIAL MEETING MINUTES

A. SCHOOL BOARD CALL TO ORDER – 1:44 p.m.

B. SCHOOL BOARD ROLL CALL
Chair John Dick, Vice Chair Darren Horan, Board Member Mindy Conn, Board Member Sue Woltanski, Board Member Yvette Mira-Talbott

C. VILLAGE COUNCIL CALL TO ORDER – 1:45 p.m.

D. VILLAGE COUNCIL ROLL CALL

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

E. PLEDGE OF ALLEGIANCE – Attendees pledged allegiance to the flag.

F. SCHOOL BOARD ADOPTION OF AGENDA AND FORMAT

G. **VILLAGE COUNCIL ADOPTION OF AGENDA AND FORMAT –** Moved by Council Member Deb Gillis, seconded by Council Member Anna Richards to approve the agenda.

H. CITIZEN INPUT/REQUEST(S) TO ADDRESS THE SCHOOL BOARD AND/OR VILLAGE COUNCIL

1. Ed Davison, Chair Florida Keys Coalition
2. Tony Hammon
3. Jamie Engel
4. Rich Russell
5. Alina Davis
6. Cheryl Culberson
7. Greg Friedman

I. JOINT DISCUSSION OF LICENSE AGREEMENT

1. Revised Founder's Park License Agreement
Attachments: Founders License Agreement - MCSD Final V2 Fl June SB Mtg
Revised Founders Park License Agreement w/Edits

Mayor Don Horton noted there would be no vote by Council today. A special call meeting was scheduled for July 27 in Islamorada to discuss and vote on the agreement.

a. Subsection 3.b. Renewal Options

b. Subsection 4.c. Approved Plans

c. Subsection 4.d. Contractor

d. Subsection 4.i. Early Termination Payment

e. Subsection 4.i. Access for Inspection

f. Section 8. Maintenance Costs

g. Section 10. Insurance Requirements

h. Section 12. Termination

i. Exhibit A- Amortization Schedule

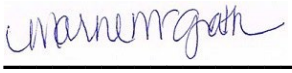
Members of the Islamorada Village Council and School Board discussed each item and agreed on a compromise that addressed the interests of both parties.

J. SCHOOL BOARD GOOD OF THE ORDER / CLOSING REMARKS

K. VILLAGE COUNCIL GOOD OF THE ORDER / CLOSING REMARKS

Council Members thanked the School Board for meeting with them to finalize a mutually acceptable agreement.

L. VILLAGE COUNCIL ADJOURNMENT – 3:41 p.m.



Marne McGrath, Village Clerk

Islamorada, Village of Islands

SPECIAL CALL VILLAGE COUNCIL MEETING

July 27, 2026 - 5:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

MINUTES

I. CALL TO ORDER

Mayor Don Horton called the meeting to order at 05:30 PM

II. ROLL CALL

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

ABSENT:

PLEDGE OF ALLEGIANCE

Dr. Coppola led the Pledge of Allegiance.

PUBLIC COMMENT

Mayor Don Horton opened public comment.

Speakers included:

Andy Newman

Alina Davis

Joe Wischmeier

Elizabeth Jolin

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

DISCUSSION OF PROPOSED BASEBALL FIELD LICENSE AGREEMENT

A. Plans and Proposed License Agreement

Village Manager Ron Saunders introduced the proposed baseball field license agreement. He reported on the recent joint workshop with the School Board, noting they were meeting the following day and would consider the same agreement that Council was considering at this meeting.

RESOLUTIONS

A. Resolution Approving Limited Baseball Field License Agreement with Monroe County School District

Mayor Don Horton opened public comment.

Speakers included:
Capt. Ed Davidson, representing the Florida Keys Citizens Coalition
Tony Hammon
Rich Russell, representing the Upper Keys Foundation
Alina Davis
Sue Miller, representing the Islamorada Community Alliance
Jamie Engel
Joe Wischmeier
Cheryl Culberson
Doug Mienkewitz
Chris Trentine

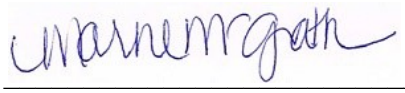
There being no one else wishing to speak, Mayor Horton closed public comment.

Vice Mayor Sharon Mahoney noted that she spoke at length with our attorney concerning this agreement.

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

VII. ADJOURNMENT

There being no further business, Mayor Don Horton adjourned the meeting at 6:29 p.m.



Marne McGrath, Village Clerk

Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: August 20, 2026
SUBJECT: **Resolution Approving an Agreement with Premier Lakes for the Repair of the Village's Canal Air Curtain Systems TAB 3**

Background:
Islamorada, Village of Islands (the "Village"), has operated and maintained three canal air curtain systems at the mouths of residential canals since 2017. The purpose of these systems is to reduce the amount of floating weeds and other debris entering the canals, thereby reducing the harmful impacts that this detrital material has on canal water quality. The systems have proven to be highly effective and are vital to maintaining water quality and healthy canal environments. The Islamorada Village Council has indicated its desire to continue maintaining the air curtain systems to support water quality improvements within residential canals and adjacent nearshore waters. Accordingly, Village staff continue to budget for the annual repair and maintenance needs of the systems. This past year, the company that had been providing repair and maintenance services for the Village's air curtain systems, Florida Keys Aeration (formerly Vertex), ceased operations and transferred the proprietary rights to its AirGate bubble curtain systems to Premier Lakes, an industry leader in aquatic and wetland management systems.

Analysis:
The Village has identified repairs that are needed on two of the three air curtain systems to ensure they remain operational and properly maintained. Village staff requested a proposal from Premier Lakes to complete the necessary repairs. Premier Lakes is the proprietary dealer and authorized service provider for the AirGate systems installed at the Village's canals. There are no other firms in Florida authorized to service these systems or possessing the proprietary rights and technical capability necessary to perform the required work. If the Village were unable to utilize Premier Lakes for these repairs, it would likely be necessary to replace significant system components or completely rebuild the systems using alternative equipment, resulting in costs that could exceed several hundred thousand dollars. For these reasons, staff is requesting a waiver of competitive bidding pursuant to the Village's procurement procedures. Premier Lakes has submitted a proposal in the amount of $8,534 to complete the repairs. Exhibit "A" to the attached Resolution contains the proposed Work Agreement between the Village and Premier Lakes for repair services in an amount not to exceed $8,534.

Budget Impact:
The Village budgeted $81,000 during the current fiscal year for the repair and maintenance of the Village's canal restoration and canal air curtain systems. Expenditures associated with this

project will be charged to the General Fund, Village Manager Department, Repair and Maintenance Account. As of the date of this communication, $12,658 remains available in the account for these services.

Staff Impact:
The Village's Environmental Resources Manager will oversee the work, administer the agreement with Premier Lakes, and coordinate with the contractor as necessary. The Village's Finance Department will monitor and track project expenditures.

Recommendation:
Staff recommends that the Village Council approve and adopt the attached Resolution, thereby approving the Work Agreement and associated expenditure with Premier Lakes in an amount not to exceed $8,534. Staff further recommends that the Village Council approve a waiver of competitive bidding based on Premier Lakes being the sole authorized provider of AirGate system repair and maintenance services in the State of Florida.

Attachments:
1. Resolution_Premier Lakes - Air Curtain Repair 082026
2. Exhibit A_Agreement-Propoal Proposal-AirGateRepairCanal148&145

RESOLUTION NO. 26-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A WORK AGREEMENT FOR THE REPAIR OF THE VILLAGE'S CANAL AIR CURTAIN SYSTEMS FROM PREMIER LAKES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE NECESSARY DOCUMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; APPROVING THE WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village"), has been operating and maintaining three canal air curtain systems at the mouths of three residential canals since 2017; and

WHEREAS, the Islamorada Village Council has indicated they would like to continue to maintain the air curtain systems for the improvement of water quality within residential canals; and

WHEREAS, two of the systems need additional repairs to keep them operating and properly maintained; and

WHEREAS, the company that had been conducting the repair and maintenance on the systems for the Village since initiation went out of business this past year and sold the proprietary rights to their AirGate bubble curtain systems to Premier Lakes; and

WHEREAS, the Village requested a quote from Premier Lakes for the needed repairs to the two systems; and

WHEREAS, Premier Lakes is now the proprietary dealer and servicer of the AirGate systems that are used at the three canals and there are no other firms in the state of Florida that are authorized to do work on these systems or has the capability to do the work on them; and

WHEREAS, the Village Council finds that due to Premier Lakes being the sole provider of

these services, it is in the best interest of the Village to waive competitive bidding pursuant to Village procurement procedures; and

WHEREAS, the total not-to-exceed amount for the repairs is $8,534.00, the cost of which has been included within Repair and Maintenance of the Village Manager's account in the FY 2025-2026 General Fund.

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

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

Section 2. Approval of Purchase. The Village Council hereby approves the agreement, attached hereto as Exhibit "A" and repairs to the two air curtain systems, in total amount not to exceed $8,534.00.

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

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

Section 5. Authorization of Fund Expenditure. The Village Manager is authorized to expend budgeted funds from the General Fund in the amount of $8,534.00.

Section 6. Waiver of Purchasing Provisions. In accordance with section 2-328(a) and (c), the Village Council hereby approves the waiver of competitive bidding due to Premier Lakes being the sole source vendor of repairs to the AirGate systems.

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

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA:

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

_____
DON HORTON, MAYOR

ATTEST:

_____
MARNE MCGRATH, VILLAGE CLERK

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

_____
JOHN QUICK, VILLAGE ATTORNEY

Exhibit "A"

One-Time Work Order Agreement

Customer Name: Village of Islamorada
Property Contact: Peter Frezza 305-393-0982
Work Order Description: AirGate Repair
Premier Lakes Consultant: Adrian Sebree
Consultant Phone Number: 386-479-1799

This Agreement, dated **July 16, 2026** is made by and between Premier Lakes, Inc., hereinafter known as "Premier Lakes," and **Village of Islamorada** hereinafter known as "Customer."

Both Customer and Premier Lakes agree to the following terms and conditions:

1. **General Conditions:** Premier Lakes will provide the contract services enumerated below to the Customer under the terms and conditions of this Agreement, and the Customer agrees to pay Premier Lakes for those services as listed below under the terms and conditions of this agreement.

2. **Service Area:** The "Service Area" is described as **Canal 148/145 AirGate System**

3. **One-Time Services:** Premier Lakes will perform;
    a. **Canal 148:**
        i. **Replace selfsinking bottomline from AirGate manifold**
        ii. **Replace damaged/destroyed/missing emitter stations and 9" Teflon diffuser discs. Reinstall and position across canal entrance.**
    b. **Canal 145:**
        i. **Sever bottomline from AirGate Manifold**
        ii. **Extract emitter stations and store at location per customer request**
        iii. **Assess system equipment once extracted for needed repairs/replacement, quote under separate cover.**

4. **Payment Terms:** The total agreement amount is **$8,534.00 .** The total agreement amount will be invoiced upon completion of services. The customer agrees to pay Premier Lakes within thirty (30) days of the invoice. If the customer fails to pay any invoice within sixty (60) days of the invoice date, then a service charge of 1% per month (12% per annum) will be charged to the customer by Premier Lakes on balances not paid within sixty (60) days.

5. **Forms of Payment:** Premier Lakes accepts payment by check, ACH, debit, and credit card.

6. **Credit & Debit Card Fees:** Premier Lakes will charge customers a 3% processing fee for invoices paid by Credit or Debit card.

7. **Contract Void Ab Initio:** This contract will be void ab initio if Premier Lakes, in its sole discretion, determines that the condition of the Service Area has materially declined between the date of this Agreement and the commencement date of the Agreement. If Premier Lakes commences services under this Agreement, this paragraph will not apply.

8. **Force Majeure:** Premier Lakes shall not be liable for any delay in performing the Services nor for any failure to provide the Services due to any cause beyond its reasonable control.

9. **Enforcement and Governing Law:** A default by either Party under this agreement shall entitle the other Party to all remedies available at law or in equity, which shall include, but not be limited to, the right to damages and injunctive relief under Florida law.

10. **Safety:** Premier Lakes agrees to use its best efforts and specialized equipment, products, and procedures to provide safe and effective results hereunder, and Premier Lakes will use all due care to protect the property of the Customer. Premier Lakes will not be liable for plant damage due to disease, pestilence, flood, weather, or any other means unrelated to Premier Lakes' activities. In addition, some collateral damage to beneficial plants might be necessary to treat nuisance plants. Premier Lakes will use its best efforts and professional expertise to limit any damage to beneficial plants, but in no event will Premier Lakes be liable for collateral damage that is less than ten percent (10%) of the beneficial plant population.

11. **Insurance:** Premier Lakes will maintain general liability and other insurances as necessary, given the scope and nature of the services. Premier Lakes will be responsible for those damages, claims, causes of action, injuries, or legal costs to the extent of its direct negligence or misconduct. No party to this agreement will be liable to the other for incidental, consequential, or purely economic damages.

12. **E-Verify:** Premier Lakes utilizes the federal E-Verify program in contracts with public employers as required by Florida State Law and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

13. **Limited Offer:** This proposal expires sixty (60) days from the issuance date unless modified in writing by Premier Lakes

Total Agreement Amount: $8,534.00

Accepted and Approved:

Village of Islamorada

Signature:

Printed Name:

Title:

Date:

Customer Address for Notice Purposes:

Premier Lakes, Inc.

Signature:

Name: Adrian R. Sebree

Title: Fountain and Aeration Manager

Date: 07/16/2026

Please Remit All Payments & Contracts to: 1936 Bruce B Downs Blvd, Suite 308, Wesley Chapel, FL 33544.

Council Communication

To: Mayor and Village Council
From: Vince Tarves, IT Director, A.J. Engelmeyer, Public Works Director
Date: August 20, 2026
SUBJECT: **Resolution Approving the Expansion of the Village Enterprise Surveillance System to Include the MPK Generator Storage Building TAB 4**

Background:
On May 7, 2024, the Village Council approved the implementation of a new enterprise surveillance system following a competitive solicitation process under RFP 24-04. Monifi Technology Group, LLC was selected to furnish and install the system, which has since been expanded to additional Village facilities as operational needs have arisen.

The MPK Generator Storage Building houses portable emergency generators and related equipment used to support the Village's critical infrastructure during hurricanes, severe weather events, and utility outages. Expanding the Village's enterprise surveillance system to this facility will enhance security, deter theft and vandalism, and provide remote monitoring capabilities to help protect these critical assets.

Monifi Technology Group, LLC has submitted a proposal to furnish and install six surveillance cameras consisting of five dual-lens cameras and one vandal-proof dome camera, including all required conduit, junction boxes, installation, configuration, testing, and integration with the Village's existing surveillance system. The total cost of this project is $15,735.00.

For Fiscal Year 2025-2026, the Village Council has previously authorized Council-approved projects with Monifi Technology Group, LLC in a cumulative amount not to exceed $92,605.00. Approval of this Resolution will increase the Fiscal Year 2025-2026 cumulative authorized not-to-exceed amount by $15,735.00, resulting in a revised cumulative authorized not-to-exceed amount of $108,340.00.

Analysis:
The proposed expansion will integrate seamlessly into the Village's existing surveillance system without requiring additional software licensing, separate management platforms, or incompatible equipment. Utilizing Monifi Technology Group, LLC ensures consistency in equipment, configuration, maintenance, warranty support, and system administration while minimizing implementation costs and avoiding unnecessary engineering or integration expenses.

Budget Impact:
The total cost of this project is $15,735.00. Funding is available within the approved Wastewater Enterprise Fund budget, and no budget amendment is required.

Approval of this project will increase the Fiscal Year 2025-2026 cumulative authorized not-to-exceed amount for Council-approved projects with Monifi Technology Group, LLC from $92,605.00 to $108,340.00.

Staff Impact:
The Information Technology Department will coordinate the project with Monifi Technology Group and the Waste Water Department. Staff impact is expected to be minimal and will primarily consist of project management, installation coordination, system configuration, and final acceptance testing.

Recommendation:
Staff recommends that the Village Council adopt the attached Resolution approving an increase to the cumulative authorized not-to-exceed amount for Council-approved projects with Monifi Technology Group, LLC by $15,735.00, increasing the total authorized amount from $92,605.00 to $108,340.00, approving the expansion of the Village's surveillance system to include the MPK Generator Storage Building, waiving competitive bidding, and authorizing the Village Manager to execute all necessary purchase documents.

Attachments: 1. Reso_WW_MPK_Surveillance_UPDATED

RESOLUTION NO. 26-08-xxx

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AN INCREASE TO THE CUMULATIVE AUTHORIZED NOT-TO-EXCEED AMOUNT FOR COUNCIL-APPROVED PROJECTS WITH MONIFI TECHNOLOGY GROUP, LLC; APPROVING THE EXPANSION OF THE VILLAGE'S ENTERPRISE SURVEILLANCE SYSTEM TO INCLUDE THE MPK GENERATOR STORAGE BUILDING; WAIVING COMPETITIVE BIDDING; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ALL NECESSARY PURCHASE DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village issued Request for Proposals (RFP) 24-04 for the implementation of an Enterprise Surveillance Camera System, and following a competitive evaluation process, the Village Council awarded the project to Monifi Technology Group, LLC; and

WHEREAS, Monifi Technology Group, LLC successfully furnished and installed the Village's enterprise surveillance system and has subsequently completed additional Council-approved technology projects for the Village; and

WHEREAS, the Village desires to expand its existing enterprise surveillance system to include the MPK Generator Storage Building in order to enhance security, deter theft and vandalism, and provide remote monitoring of emergency generators and other critical equipment used to support Village operations during hurricanes, severe weather events, and utility outages; and

WHEREAS, the proposed improvements will integrate directly into the Village's existing enterprise surveillance system without requiring additional software licensing, separate management platforms, or incompatible equipment, thereby ensuring consistency in operation,

maintenance, warranty support, and system administration; and

WHEREAS, for Fiscal Year 2025-2026, the Village Council has previously authorized Council-approved projects with Monifi Technology Group, LLC in a cumulative amount not to exceed Ninety-Two Thousand Six Hundred Five Dollars ($92,605.00); and

WHEREAS, Monifi Technology Group, LLC has submitted a proposal, attached hereto as Exhibit "A," in the amount of Fifteen Thousand Seven Hundred Thirty-Five Dollars ($15,735.00) to furnish and install additional surveillance equipment and related infrastructure at the MPK Generator Storage Building, increasing the cumulative authorized not-to-exceed amount for Council-approved projects with Monifi Technology Group, LLC to One Hundred Eight Thousand Three Hundred Forty Dollars ($108,340.00); and

WHEREAS, the Village Council finds that approval of this project and the waiver of competitive bidding are in the best interest of the Village because Monifi Technology Group, LLC was competitively selected through RFP 24-04, has demonstrated its qualifications and prior performance for the Village, and is uniquely positioned to seamlessly expand and integrate the proposed improvements into the Village's existing enterprise surveillance system.

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

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

Section 2. Approval of Purchase and Contracts. The Village Council hereby approves the proposal attached as Exhibit "A" in the amount of Fifteen Thousand Seven Hundred Thirty-Five Dollars ($15,735.00), thereby increasing the Fiscal Year 2025-2026 cumulative

authorized not-to-exceed amount for Council-approved projects with Monifi Technology Group, LLC from Ninety-Two Thousand Six Hundred Five Dollars ($92,605.00) to One Hundred Eight Thousand Three Hundred Forty Dollars ($108,340.00).

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

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

Section 5. Authorization of Fund Expenditure. The Village Manager is hereby authorized to expend budgeted Wastewater Enterprise Fund monies in the amount of Fifteen Thousand Seven Hundred Thirty-Five Dollars ($15,735.00) to complete this project.

Section 6. Waiver of Purchasing Provisions. Pursuant to Section 2-328(a) of the Village Code, the Village Council hereby approves the waiver of competitive bidding for this purchase due to Monifi Technology Group's demonstrated qualifications, prior performance for the Village, and its ability to seamlessly expand and integrate with the Village's existing surveillance system.

Section 7. Effective Date. This Resolution shall take effect immediately upon adoption. Motion to adopt by _____, second by _____.

Remainder of this page intentionally left blank.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA:

Mayor Don Horton

Vice Mayor Sharon Mahoney

Councilwoman Deb Gillis

Councilwoman Anna Richards

Councilman Steve Friedman

PASSED AND ADOPTED THIS ____ DAY OF AUGUST, 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 ONLY

_____

JOHN QUICK, VILLAGE ATTORNEY

Council Communication

To: Mayor and Village Council
From: Jamie Terry, Human Resources Director
Date: August 20, 2026
SUBJECT: **Resolution Approving Revisions to Village Personnel Policy Manual TAB 5**

Background:
Employee engagement surveys conducted during the first and second quarters of 2026 highlight a meaningful opportunity to enhance employee satisfaction, retention, and workplace flexibility. The results indicate varying levels of satisfaction with current time-off benefits, holiday schedules, and employee incentives, with employees in the Marina and Parks & Recreation departments reporting greater challenges in taking time off due to operational workloads. At the same time, survey respondents expressed strong interest in additional benefits, including floating holidays and professional development incentives. Across multiple departments, employees consistently identified expanded holiday options and greater flexibility in time-off policies as priorities that would better support work-life balance, improve morale, and help align organizational practices with employees' personal and professional needs. These findings suggest that targeted enhancements to leave and incentive programs could have a positive impact on employee engagement and overall organizational effectiveness.

Revision 1 updates the Personnel Policy Manual (adopted by resolution 25-05-36) to improve clarity, align terminology, and address several substantive employee-benefit and conduct provisions.

Analysis:
The primary policy changes are concentrated in the Holidays, Vacation Leave, and Outside Employment/Contractual Relationships sections, with additional editorial refinements throughout the manual.

- Floating Holidays added: The Holidays section now provides eligible full-time employees with two Floating Holidays per calendar year, allowing flexibility for personal, religious, cultural, or other observances, subject to advance request, supervisory approval, business needs, and use within the calendar year.
- Vacation leave revised: Vacation leave accrual has been converted from days to hours for clearer administration. The policy now front-loads annual vacation leave at the beginning of the calendar year and includes prorating rules for new hires and separating employees.
- Outside employment expanded and strengthened: The Outside Employment/Contractual Relationships section now expressly includes self-employment, clarifies approval and disclosure expectations, restricts use of Village

resources and non-public information, and adds disciplinary consequences for violations or conflicts of interest.
- Editorial and consistency updates: The revision also includes non-substantive edits to improve grammar, readability, title consistency, and terminology across sections such as Public Records, Use of Village Vehicles, Reporting Discrimination and/or Harassment, Workers' Compensation, Administrative Leave, COBRA, FMLA, Drug-Free Workplace, and Employee Complaint Procedure.

Overall, Revision 1 is intended to make the manual easier to administer, provide employees with clearer expectations, and ensure consistent references to Village roles and procedures while preserving the policy intent except where specific substantive changes are identified above.

The notable changes are outlined in the revision table below:
Revision Table

Related Section	Revision/Addition	Comments
Holidays	Revision/Addition	Add "Floating Holidays" - Page 31
Vacation	Revision	Revised accrual – from "days" to "hours" per year. Added language to "front-load" vacation bank with prorating for hire and termination. Page 32.
Outside Employment/Contractual Relationships	Revision	Revised to include self-employment and disciplinary measures. Page 9-10

Budget Impact:
The budget impact is limited to the potential need for overtime to fill vacancies from the additional floating holidays.

Staff Impact:
The revision clarifies employee responsibility when entering into or accepting outside employment opportunities. The revision also increases employee morale with the addition of the floating holidays.

Recommendation:
Village staff recommends approval of the revised Employee Policy Manual authorizing the Village Manager to implement the changes.

Attachments: 1. Employee Policy Revision Resolution
2. Islamorada Employee Policies Procedures _ REV1

RESOLUTION NO. 26-08-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA ADOPTING AN UPDATED VILLAGE PERSONNEL POLICY MANUAL; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PERSONNEL POLICY MANUAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Islamorada, Village of Islands (the "Village"), is a "Public Employer" as defined by Subsection 447.203(2), Florida Statutes, and currently employs approximately one hundred and nineteen (119) full-time employees; and

WHEREAS, approximately thirty-seven (37) of the full-time employees are covered by a collective bargaining agreement pursuant to Chapter 447, Florida Statutes; and

WHEREAS, the Village Human Resources Director, along with the Village Manager have recommended updates to the 2025 Personnel Policy Manual adopted by resolution 25-05-36; and

WHEREAS, the policies are intended to apply to Village employees that are not covered by employment agreements and/or collective bargaining agreements that are in conflict with the Personnel Policy Manual; and

WHEREAS, the policies contained in the updated Personnel Policy Manual (the "Manual", attached hereto as Exhibit "A" and incorporated herein by this reference, are general guidelines for the Village's current employment practices and workplace procedures; and

WHEREAS, the updated Manual and the policies and procedures set forth therein shall be and become effective on September 1, 2026; and

WHEREAS, the Village Council finds that adoption of the updated Manual is in the best interest of the Village.

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

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

Section 2. Approving Updated Personnel Policy Manual. The Village Council hereby approves the updated Personnel Policy Manual, a copy of which is attached hereto as Exhibit "A, together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. **Authorization of Village Officials**. The Village Manager or designee and the Village Attorney are hereby authorized to take all actions necessary to implement the terms and conditions of the Personnel Policy Manual.

Section 4. Effective Date. This Resolution shall become effective on September 1, 2026.

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Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

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

PASSED AND ADOPTED THIS 20TH DAY OF AUGUST 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

Islamorada, Village of Islands

Personnel Policy Manual

2025 (Rev. 1)

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Preamble

ADMINISTRATION CODE OF ETHICS

An employee in the public service must always demonstrate the highest standards of personal integrity, truthfulness, honesty, and fortitude in all public activities to inspire public confidence and trust in public institutions.

Perceptions of others are critical to the reputation of an individual or a public agency. Nothing is more important to public administrators than the public's opinion about their honesty, truthfulness, and personal integrity. It overshadows competence as the premier value sought by citizens in their public officials and employees.

Any individual or collective compromise with respect to these character traits can damage the ability of an agency to perform its tasks or accomplish its mission. The reputation of the administrator may be tarnished. Effectiveness may be impaired. A career or careers may be destroyed.

The best insurance against loss of public confidence is adherence to the highest standards of integrity, honesty, truthfulness, and fortitude.

Public administrators are obliged to develop civic virtues because of the public responsibilities they have sought and obtained. Respect for the truth, for fairly dealing with others, for sensitivity to rights and responsibilities of citizens and for the public good must be generated and carefully nurtured and matured.

If one is responsible for the performance of others, the reasons for the importance of integrity must be shared with them. They must be held to high ethical standards and taught the moral as well as the financial responsibility for the public funds under their care.

If one is responsible only for their own performance, then they must not compromise honesty and integrity for advancement, honors, or personal gain.

We must strive to be discreet, respectful of proper authority and our appointed or elected superiors, and sensitive to the expectations and the values of the public we serve.

We must follow the Golden Rule: do unto others as we would have others do unto us in similar circumstances.

One should be modest about their talents, letting the work speak for itself, and be generous in praising the good work of peers and associates. We must be ever mindful to guard the public purse as if it were our own.

No matter whether an official or an employee, by our own example, we should give testimony to our regard for the rights of others, acknowledging their legitimate responsibilities and not trespassing upon them. We must concede gracefully, quickly, and publicly when we have erred and be fair and sensitive to those who have not fared well in their dealings with our agencies and their applications of the law, regulations, or administrative procedures.

The only gains one should seek from public employment are salaries, fringe benefits, respect, and recognition for work. One's personal gains may also include the infinite pleasure of doing a good job, helping the public, and achieving career goals.

No elected or appointed public servant should borrow or accept gifts from the staff or any corporation which buys services from, or sells to, or is regulated by his or her governmental agency. If one's work brings him or her into frequent contact with firms supplying the government, he or she must be sure to pay his or her own expenses.

Public property, funds, and power should never be directed toward personal or political gain. We must make it clear by our own actions that we will not tolerate any use of public funds to benefit oneself, family or friends, and finally, we must serve the public with respect, concern, courtesy and responsiveness, recognizing that service to the public is beyond service to oneself.

VILLAGE MISSION

- To Protect the Residents' Right to Quiet Enjoyment of Life
- To Plan for Enhancing Our Village Character
- To Preserve Our Community; Its People, Natural Resources, and Pride
- To Provide Basic Services to Support our Quality of Life

Introduction

Authority

Consistent with the Village Charter, the Village Council has directed the Village Manager to implement a specific personnel system to ensure uniform, fair, and effective personnel administration in compliance with federal, state, and local laws. None of the provisions should be interpreted as creating a contractual relationship or giving any employee the right to be retained as an employee or to receive any benefits.

Purpose

The purpose of the Personnel Policy (the Policy) is to establish guidelines covering most personnel actions that may arise. The final interpretation and application of any of the policies and procedures shall be made by the Village Manager or their designee. The Policy is not applicable to elected officials, with the exception of “Reporting Discrimination and/or Harassment” and the “Employee Complaint Procedure” herein. This Policy is not applicable to independent contractors. None of the provisions should be interpreted as creating a contractual relationship or giving any employee the right to be retained as an employee or to receive any benefits.

Scope

For expediency, these policies may use gendered terms with no intent to discriminate. All policies apply equally regardless of gender.

The personnel policies, regulations, and procedures adopted shall apply to all personnel employed by the Village, except where exclusively covered by a Collective Bargaining Agreement. All Village officials and employees, including but not limited to elected officials, contracted employees, and advisory board members, shall comply with the standards of conduct set forth herein.

Collective Bargaining Agreement (CBA) and Local Law

Where the Policy or Departmental operating procedures conflict with an active CBA, the CBA takes precedence.

Where any conflict arises between the Policy and any provisions established by the Charter and the respective ordinances, the Charter and the respective ordinances take precedence.

Nature of Employment

It is the policy of the Village that all employees who do not have a written employment contract with the Village for a specific, fixed term of employment or are covered by a CBA are employed at the will of the Village for an indefinite period, except as otherwise stated in the Village Charter.

Employees who do not have an individual written employment contract are employed at the will of the Village and are subject to termination at any time, for any reason, with or without cause or notice.

No Village representative is authorized to modify this policy for any employee or to enter into any agreement, oral or written, that changes the at-will relationship. Management and supervisory personnel shall not make any representations to employees or applicants concerning the terms and conditions of employment with the Village that are not consistent with Village policies. No statements made in pre-hire interviews or discussions or in recruiting materials alter the at-will nature of employment or imply that discharge will occur only “for cause”.

Completion of a probationary period or conferral of permanent status does not change an employee’s status as an at-will employee or change the terms and conditions of employment.

Administration

Department Directors are responsible for the efficient and effective performance of the employees assigned to their department. Directors may assign supervisory responsibility to members of their department but are responsible for the administration and enforcement of the Policy.

The Human Resources Director shall be responsible for the administration of this Policy under the direction of the Village Manager.

Amendments

This policy shall be reviewed periodically by the Village Attorney, the Human Resources Director, and the Village Manager and, when required, updated by resolution of the Village Council. The Village has the sole discretion to modify, amend or rescind any part of these rules and regulations or any other Village-issued policy at any time, with or without notice.

Administrative Procedures

Administrative Procedures are intended as practical guidelines used to implement policies contained herein and may be created and modified at the direction and approval of the Village Manager.

Departmental Policies/Procedures

Department Directors may have internal rules, regulations, policies, and procedures that expand on these rules and regulations if they do not conflict with the Charter, the Village Code, this Policy and the standard operating procedures otherwise adopted to administer this document. These internal departmental policies, once approved, shall become an extension of this Policy and shall be as binding as this document for the purposes of the administration of personnel rules and disciplinary procedures.

All previously adopted Islamorada, Village of Islands personnel policies and/or employee handbooks are null and repealed upon adoption of this update by the Village Council.

Code of Conduct

Village elected officials and employees are expected to demonstrate prompt, courteous, fair, and honest treatment to all citizens, customers, and fellow employees.

Political Activity

No employee, official, or other person shall solicit, verbally or in writing, or otherwise coerce any employee during work hours to obtain contributions, services, or support for any political party or candidate. Nothing in this policy is to be construed to restrict an employee's right to hold membership in and support a political party, to vote their choice, to express opinions on political subjects and candidates, to maintain political neutrality, to attend political meetings outside working hours, or to campaign actively during off-duty hours.

Employees participating in a political campaign may not wear a Village uniform or apparel with a Village logo. Use of Village vehicles, equipment or other property while campaigning is prohibited.

Any Village employee who wishes to accept appointment to a political office or seek election to a Village office, except those employees who are exempt pursuant to 99.012 Florida Statutes, must resign from Village employment upon indicating such intention by formal declaration or other evidence of candidacy.

Pecuniary Interest

As stewards of public trust, all Village employees must use the authority and resources of the Village, entrusted to them by the public, to further the public interest and not for any personal gain or financial benefit. Village employees shall not accept benefits of any sort, under any circumstances, which are intended to influence a pending or future decision.

Conflicting Employment/Contractual Relationships

Outside employment (which is defined as providing personal services as an employee, independent contractor, agent, representative, or a self-employed individual for another entity or person, to include self-employment) is permitted, provided it does not create a conflict of interest or interfere with the employee's performance of duties for the Village. Examples of outside employment include consulting roles, ownership or management of businesses, or running a web-based business.

Examples of when conflicts of interest may arise include when the outside employment consists of work that is similar to work done by a Village employee or the employee uses the same or similar resources as he/she does in his/her Village role to perform the outside work (e.g., similar tools, materials, or databases).

Outside employment is subject to the parameters contained herein, as well as applicable Florida law.

Primary Employment Requirement

Village employment is considered the employee's primary obligation. Employees engaged in outside employment must make arrangements with the outside employer to be released from duty if required to report for Village service.

Approval Requirement

All full-time and part-time Village employees who engage in any outside employment must request permission before engaging in such employment. Department Directors, Supervisors, Managers, and professional-level personnel must request approval directly from the Village Manager. All other employees must request approval from their Department Director and the Village Manager (Notice of Outside Employment/Contractual Relationship form). Permission for outside employment must be requested and granted annually, even when the type of outside employment has not changed. A copy of the approved

request must be filed with the Human Resources Director by July 1 each year. Note that outside employment may be denied based on the appearance of a conflict of interest. If approval for the requested outside employment is denied, the employee cannot engage in said outside employment.

Workers' Compensation Limitation
Employees who sustain injuries while engaged in outside employment are not eligible for benefits under the Village's Workers' Compensation program.

Use of Village Resources/Time
Employees are prohibited from the following, which may result in discipline up to and including termination:

- using Village facilities, services, vehicles, equipment (including Village telephones or computers), materials, or any other property for outside employment purposes; using Village-paid sick leave to perform outside work;
- using their official Village job title or Village stationery for personal or outside business promotion;
- Using non-public information obtained as a result of the performance of their duties as a Village employee.

Conflict of Interest – Contractual Services
Employees who participate in, influence, or are involved in the development, review, recommendation, or approval of procurement requests, specifications, or contractual services may not be employed by or perform work for any individual or entity that is seeking to do business or is doing business with the Village.

Conflict of Interest – Relatives
Employees may not directly or indirectly procure, or participate in the procurement of, contractual services for the Village from any business entity in which a relative—defined in Section 112.312(21), Florida Statutes—serves as an officer, partner, director, or owner.

Disciplinary Action for Violations
Failure to comply with this policy, including failure to disclose or obtain approval for outside employment prior to engaging in such employment, or engaging in a prohibited conflict of interest, may result in disciplinary action.

Disciplinary action will be administered in accordance with the Village's Performance Management, Disciplinary Action, and Appeals policy and may include, but is not limited to:

- Verbal counseling or coaching
- Written warning
- Suspension (with or without pay)
- Demotion
- Termination of employment

The level of discipline imposed will depend on the nature and severity of the violation, including whether the violation involves misuse of Village resources, conflicts of interest in procurement, or failure to obtain required approvals.

The Village reserves the right to bypass progressive discipline and impose more severe discipline, up to and including termination, based on the seriousness of the violation or where warranted by the circumstances.

Compliance with Public Records Act

The Public Records Act, codified in Chapter 119, Florida Statutes, entitles any individual access to Village public records. Public records are defined as [1] materials made or received by the Village [2] in connection with official Village business and used to [3] perpetuate, communicate or formalize knowledge of some type.

Examples of materials include papers, electronic files, photographs, videos, text messages, and audio. If these materials are made or received by Village employees, have a connection to Village business, and are intended to communicate or formalize knowledge, any person may inspect or receive a copy of these materials.

Village employees are required to store public records in their control in a manner that makes them accessible. This may include the creation of a filing system (physical and digital). As such, Village employees must not destroy public records unless doing so is in accordance with law.

The Village will not provide public records to requestors if they are exempt and/or confidential, as defined by law. Examples of exempt records include the Social Security numbers of all current and former Village personnel, direct deposit records identifying banking institutions and account numbers, discrimination complaints and investigations (this exemption is temporary), and contact information of public safety employees, their spouses and/or children. Because the number of exemptions is voluminous, employees must contact a supervisor if they are unsure whether a record falls under an exemption.

Florida law provides that a “knowing” violation of the Public Records Act is a criminal offense. All other violations are non-criminal, but punishable by fines. A violation of this policy may subject employees to discipline up to and including termination.

Use of Village Property or Facilities

Equipment, facilities, vehicles, property, or any Village resource or procedure shall not be used by any employee, nor may such use be authorized by an employee for anyone else, for any reason or purpose beyond what is deemed de minimis use by the Internal Revenue Service Code, except for Village business.

Employees are prohibited from using the Internet or email system to send or receive any improper communication, including but not limited to personal messages, inappropriate comments or jokes, cartoons or any other communications which are derogatory, obscene, or offensive. Persons not employed by the Village are prohibited from using any Village office equipment for any purpose.

Occasional use of Village equipment and/or bandwidth for browsing the internet are permissible only for short periods of time to view news sites or other sites of personal interest. Such activity shall not interfere with the employees’ duties. All internet activity and use of Village equipment is monitored. Connection to chat rooms, instant messaging, personal online shopping, personal social media, and sites that show sexually explicit images, gore, profanity, discrimination, and other sites that could reasonably be deemed to be offensive are prohibited on Village equipment and networks.

The use of the same for personal gain or use may be cause for termination.

Ethical Guidelines

All employees must be aware of, and comply with, Section 112.311 (6) Florida Statutes which currently provides in part: "It is declared to be the policy of the state that public officers and employees, state and local, are agents of the people and hold their positions for the benefit of the public. They are bound to uphold the Constitution of the United States and the State Constitution and to perform efficiently and faithfully their duties under the laws of the federal, state, and local governments. Such officers and employees are bound to observe, in their official acts, the highest standards of ethics consistent with this code and the advisory opinions rendered with respect hereto regardless of personal considerations, recognizing that promoting the public interest and maintaining the respect of the people in their government must be of foremost concern."

All employees must avoid any conflict between their personal interests and those of the Village. No employee should have, or appear to have, personal interests or relationships that conflict with or potentially conflict with the best interests of the Village.

Employees may not, either directly or indirectly, use their official position with the Village or information obtained in connection with their employment for private gain, for themselves or others.

Soliciting or accepting anything of value, including a gift, loan, reward, promise of future employment, favor, or service from organizations, business concerns, or individuals with whom the employee has official Village business relationships is prohibited. These limitations are not intended to prohibit the acceptance of items of negligible value which are distributed, nor to prohibit employees from accepting social courtesies which promote good public relations, nor to prohibit employees from obtaining loans from regular lending institutions. It is particularly important that employees that engage in enforcement guard against relationships which might be construed as evidence of favoritism, coercion, unfair advantage, or collusion.

No employee shall make any false statement, certification, or recommendation of any employment under any provision of these policies, or in any manner, commit or attempt to commit any fraud preventing the impartial execution of the provisions of these policies, regarding employment, promotion or transfer.

No employee shall transact any business in his or her official capacity with any business entity of which that employee is an officer, agent, or member, or in which he or she holds a material interest.

If an employee is uncertain as to whether they may be in violation of this policy, clarification may be obtained from Human Resources.

Any violation of the provisions of this Policy shall be subject to review and appropriate disciplinary action. If the employee has any doubt as to the application of the policy as it relates to their position, the possible violations should be discussed with the Department Director or their designee, who shall either approve or forbid the activity, or refer the question to Human Resources. The Village Manager, Department Directors, and other employees holding positions of high public trust and/or authority will be held to higher disciplinary and ethical standards than other employees.

Compliance with Laws and Regulations

It is the policy of the Village to operate in compliance with all applicable federal, state and local laws and regulations.

Equal Employment Opportunity

The Village does not discriminate based on race, color, sex, religion, disability, national origin, ancestry, sexual orientation, familial status, age, genetics or any other protected characteristic as established by local, state or federal law. This policy of Equal Employment Opportunity ("EEO") applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination and all other terms and conditions of employment.

It is the policy of the Village to ensure that all employees are able to work in an environment which is free of all forms of harassment. As such, the Village expressly prohibits any form of workplace harassment based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status. Improper interference with the ability of the Village's employees to perform their job duties and/or follow the code of conduct, may result in discipline, up to and including discharge. The Village also prohibits retaliation against any individual who has exercised any right protected by any federal, state or local law regarding equal employment opportunity.

The Human Resources Director is the Equal Employment Opportunity Officer (EEO Officer) for the Village and has responsibility for administering and promoting a program of equal opportunity within the Village. The Human Resources Director will coordinate the EEO efforts of all supervisory personnel and will make recommendations, where appropriate, to correct any deficiencies found in the Village's program. The EEO Officer will also: (1) ensure that designated employees are adequately trained in EEO laws; (2) supervise the EEO-related activities of investigators; and (3) ensure that EEO policies are prominently posted or otherwise provided to employees in accordance with the law.

All employees with questions or concerns about any type of discrimination in the workplace shall bring these issues to the attention of the Human Resources Director. Employees are encouraged to raise legitimate concerns and make good faith reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination.

Non-Discrimination and Workplace Harassment

The Village has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age, sex (including pregnancy), race, national origin, disability, creed, religion, genetic information, military or veteran status, or any other status protected by federal, state or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment, (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Sexual harassment does not refer to behavior or occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome, that is offensive both objectively and subjectively, that fails to respect the rights of others, which lowers morale, and that interferes with work effectiveness.

All employees are expected to act in ways that establish a professional work atmosphere free of sexual harassment and sexual discrimination. Each Department Director will ensure that the workplace is free of sexual harassment.

All employees have a duty to report any suspected sexual harassment by a Village employee, or a non-employee while on Village property or when Village business is being conducted, to the appropriate Department Director even if they are not the victim. An employee's rights and status with the Village shall not in any way be harmed due to any good faith report of suspected sexual harassment, nor shall any retaliation against such employee be tolerated.

Any sexually harassing behavior directed toward a non-employee by an employee during working hours or while on Village property will be treated as if the harassment was directed toward an employee.

Bullying

Some acts or remarks may violate Village rules even if they are not so severe that they violate federal or state discrimination laws. Because the Village is committed to providing an emotionally stable and safe workplace, it discourages verbal confrontations between employees due to an employee's reasonable belief that he or she was subjected to bullying behavior.

Bullying or Harassing conduct includes repeated behavior occurring in the course of work that impairs the ability of an employee to perform work duties or is reasonably perceived as being so severe and/or objectively offensive so as to have that effect. This includes but is not necessarily limited to acts that are reasonably perceived as being humiliating, dehumanizing, hostile, intimidating, or physically aggressive.

Bullying may be verbal, non-verbal (for instance, through gestures or facial expressions), or physical. Physical bullying is in violation of the Village's workplace violence policy and may also have criminal implications.

Holding persons uniformly accountable for poor work performance using specific and articulable examples does not constitute workplace bullying, neither is being direct or assertive when speaking to an employee. While the Village does not encourage rude or discourteous behavior, and such behavior contravenes other Village policies which require professionalism and courtesy to be demonstrated by Village employees, the occasional act of being impolite or discourteous also does not constitute workplace bullying.

Reporting Discrimination and/or Harassment

Any employee who feels that he or she has witnessed, or been subject to, any form of discrimination or harassment is required to immediately notify their supervisor, the Human Resources Director, or the Village Manager. If the complaint is about the Village Manager or any other person whose official or political position leads an employee to believe that the complaint may be ignored or handled improperly, the individual who experiences or sees any prohibited form of harassment which he/she is required to report may report the conduct to the Village Attorney, who shall see that it is properly processed in accordance with Administrative Procedure #HR001. The complaint will be immediately investigated and kept confidential to the extent possible. Individuals who make complaints have an obligation to assist and cooperate with the Village's investigation.

If the issue is not remedied, employees may use the complaint procedure detailed in Employee Complaint Procedure herein. Those employees covered by CBAs have the option to use the grievance procedure provided for in the bargaining agreement. However, only one forum may be utilized for any particular matter. Any complainant has a legal right to file a complaint with the United States Equal Employment Opportunity Commission. It is felt, however, that the best interests of both the complainant and the Village will be served if such a complaint can be settled at the lowest level possible within the Village government itself.

Islamorada, Village of Islands prohibits retaliation against any employee who provides information about, complains, or assists in the investigation of any complaint of harassment or discrimination.

The Village will promptly and thoroughly investigate any claim and take appropriate action where a claim is found to have merit. Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Village determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Village may monitor any incident of harassment or discrimination to ensure the inappropriate behavior has stopped. In all cases, the Village will follow up as necessary to ensure no retaliation occurs for making a complaint or cooperating with an investigation.

Workplace Violence

Workplace violence will not be tolerated. With respect to the seriousness of this problem, the Village has adopted a “zero tolerance” for incidents of workplace violence. Workplace violence includes, but is not limited to physical attacks, threatening violent behavior, and property damage.

Specific examples of conduct which may be considered threats or acts of violence, include but are not limited to, the following: (1) hitting or shoving an individual; (2) threatening an individual or his/her family, friends, associates, or property with harm; (3) the intentional destruction or threat of destruction of Village property; (4) harassing or threatening phone calls, e-mail or mail to an employee’s home or work place; (5) harassing surveillance or stalking; (6) the suggestion or intimation that violence is appropriate; and/or (7) unauthorized possession or inappropriate use of firearms or weapons.

Employees who are aware of a workplace violence incident, threat of violence, or an incident that is about to take place, have an obligation to report that information to a supervisor, manager, or Department Director. Any employee who acts in good faith in reporting threats or acts of violence under this policy will not be subjected to harassment or retaliation because of such a report. Any retaliation or harassment must be reported immediately to the Department Director or to the Human Resources Director. An investigation will be conducted and completed in a prompt manner. Immediate action will be taken.

Ban on Deadly Weapons

To ensure that the Village maintains a workplace safe and free of violence for all employees, the use of deadly weapons on Village property is prohibited. Further, employees are prohibited from possessing such weapons on Village property, except as authorized under Florida law. This policy applies to all Village employees as well as visitors and customers on Village property.

Deadly weapons include, but are not limited to, firearms, explosives and knives. The term “possession” is defined to mean in lockers or toolboxes, in an employee’s personal possession, or anywhere else on Village property, unless such possession is authorized under Florida law. Village employees who carry a concealed firearm, or other weapon, for a lawful purpose within the interior of their private vehicle, must have the weapon securely encased or otherwise not readily accessible for immediate use. Employees have a responsibility to notify their immediate supervisor about their weapon. Employees who violate this policy will be subject to disciplinary action up to and including immediate dismissal.

The Village can request the cooperation of an employee to conduct a search of personal property such as packages, briefcases, purses and similar containers as well as private vehicles parked on Village property if there are reasonable grounds and a credible witness(es) who believe that an employee may be in violation of this policy. Employees who are unwilling to have personal property searched must immediately remove said property from Village premises if ordered to do so. Refusal to comply with an order to remove personal property from Village premises may result in disciplinary action.

Village supervisory and managerial staff have a right to enter or search Village property with or without prior notice. Village property includes desks, lockers (even with privately owned locks), office equipment such as copiers, fax machines, computers, telephones, and Email. Consequently, any area is subject to monitoring and/or search. Any misuse of Village property in connection with an act or threat of violence may be used in support of disciplinary action or criminal prosecution even following a first offense.

Restraining Orders and Injunctions

Cases of Village employees involved in personal disputes with internal or external individuals at times can escalate to the point where the issuance of injunctions, restraining orders, and other Court Orders are sought. To maintain the safest possible work environment, employees should include their work locations upon the issuance of any restricting Court Order. Employees are encouraged to inform the Human Resources Director as well as their supervisors immediately in these cases and provide a copy of the Order to Human Resources. Even in the case where an employee has not yet secured a Court Order but has reason to fear for his/her personal safety, reporting these concerns to the supervisor, manager, Department Director, or the Human Resources Director is of great importance.

Health Insurance Portability and Accountability Act

The Health Insurance Portability and Accountability Act of 1996 (HIPAA). HIPAA offers protections for employees that improves portability and continuity of health insurance coverage. This legislation provides protections for the privacy of employees' protected health information. Protected health information does not pertain to all health information; it only includes information that the employer receives directly from a medical facility, doctor's office and/or the health insurance carrier.

We are committed to maintaining the highest level of confidentiality with all of the information we receive from our employees and subscribers to the various health benefit plans of the Village. The Village requires that contracted third- party administrators of the Village's health plans meet HIPAA security standards for all information, including that which is transmitted or maintained electronically.

The Village respects the privacy of personal information and understands the importance of keeping this information confidential and secure. The Village protects the confidentiality of the personal information we receive following Federal and State laws. Our practices apply to current and former employees and complies with the "Protected Health Information" (PHI) HIPAA disclosure requirements.

The Village is committed to maintaining compliance with HIPAA regulations and all related provisions of federal and state law, as it may be amended from time to time, shall apply.

Americans with Disabilities Act

The Village is committed to complying with all applicable provisions of the Americans with Disabilities Act (ADA). It is the Village's policy not to discriminate against any qualified employee or applicant because of the individual's disability and/or record of disability. All applicants will be considered for employment, and current employees considered for continued employment, if they can perform the essential functions of the job with or without reasonable accommodation. The Village will provide reasonable accommodation as defined by the ADA provided such accommodation does not constitute an undue hardship on the Village.

Employees who believe they need reasonable accommodation to perform the essential functions of their job must contact the Human Resources Director to submit a request. Any employee who feels that he/she has not been treated in accordance with this policy should contact the Department Director, Human Resources Director, Assistant Village Manager or Village Manager. The Village prohibits and will not tolerate retaliation against any employee who requests reasonable accommodation or makes a good faith complaint under this policy.

Title VII of the Civil Rights Act

Title VII of the Civil Rights Act of 1964, as amended, for all current and prospective employees without regard to race, color, religion, sex (including pregnancy), national origin, or any characteristic protected by law. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship to the Village. To provide equal employment and advancement opportunities to all individuals, employment decisions at the Village will be based on merit, qualifications, and abilities.

Religious Accommodation

The Village will take action to provide reasonable accommodations for religious observances, beliefs and practices, unless it creates an undue hardship. Reasonable accommodation may include, but not limited to, modification of schedules, relaxation of dress code policies or religious expression.

Where an employee or applicant has requested a religious accommodation consistent with this Policy or law and is denied, a complaint may be made whereupon the Village Manager (or the Village Manager's designee) shall meet with the employee or applicant and any pertinent employees to evaluate the eligibility or reasonableness of the request. A decision will be issued in writing within seven (7) business days, to an extent practical.

Pregnant Workers Fairness Act

The Village is committed to providing accommodation for qualified employees and job applicants with temporary physical or mental limitations due to pregnancy, childbirth or related conditions unless the accommodation will cause an undue hardship.

Employees and applicants are qualified if they, with or without reasonable accommodation, can perform the essential functions of the employment position. An individual is still qualified if the inability to perform an essential function is for a temporary period, the essential function could be performed in the near future, and the inability to perform the essential function can be reasonably accommodated.

Accommodations based on an employee's pregnancy, childbirth or related medical conditions may include light duty, a request for a temporary leave of absence, modified work schedule, special equipment or uniform modifications, etc.), which will be assessed pursuant to the Village's ADA procedures and/or any other applicable Village policies or local, state or federal laws.

Break Time for Nursing Mothers and PUMP for Nursing Mothers Act

The Village accommodates employees who wish to express breast milk during the workday by providing reasonable break times to do so. The Village will provide a designated room, other than a bathroom, which is shielded from view, free from intrusion from coworkers and the public and is in compliance with all other applicable laws for this purpose.

Employees who use regularly scheduled rest breaks to express breast milk will be paid for the break time. If the lactation break does not run concurrently with the employee's regularly scheduled compensated break, the lactation break time will be unpaid.

Immigration Law Compliance

The Village is committed to employing only United States Citizens and aliens who are authorized to work in the United States. The Village does not unlawfully discriminate based on citizenship or national origin. The Human Resources Director is responsible for verifying the eligibility status of every employee once hired. To that end, each new employee must provide documentation to verify both identity and authorization to work in the United States and to complete the I-9 form. If an employee cannot provide these required documents, they may be either dismissed or suspended until the required documents are produced.

The Village participates in the federal government's electronic employment verification system, known as “E-Verify.” Pursuant to E-Verify, the Village provides the Social Security Administration, and if necessary, the Department of Homeland Security with information from each new employee's Form I-9 to confirm work authorization.

Safety in Private Spaces Act

Employees shall always comply with the provisions of Section 553.865, Florida Statutes, enacted by Chapter Law 2023-106, the Safety in Private Spaces Act. Any employee who willfully enters a restroom or changing facility designated for the opposite sex will be subject to discipline, except under one of the following conditions: (1) to accompany minor, elderly person, or person with disability; (2) for law enforcement or government regulatory purposes; (3) to render emergency medical assistance; (4) to clean or maintain, but only if the room is not in use; or (5) to use the room if the room designated for the opposite gender is out of service and the room is not in use.

Whistleblower Protection

Employees should report any violation, or suspected violation, of law committed by a Village employee, volunteer, official, or organization with which the Village is doing business if such violation creates a serious and specific danger to the public's health, safety, or welfare.

Employees should also report any improper use of public office, waste of funds, or any other abuse or neglect of duty on the part of the Village, any Village employee or official or board member. (e.g., employees soliciting bribes in order to resolve code violations; falsifying Village records to approve items in exchange for payment; continually failing to competitively procure a service, even though the service was available from multiple sources; spending Village funds to rent space even though sufficient space owned by the agency already exists; and failing to maintain adequate internal controls such that unauthorized and/or inappropriate financial transactions cannot be detected).

An employee with knowledge of such actions or activities must report such information to a supervisor, the Village Manager, or the Village Attorney. Any of the aforementioned employees receiving such information shall forward it to the Village Manager or any applicable authority within 24 hours. The Village will provide the appropriate mechanisms to permit employees to report such actions or activities confidentially and/or anonymously.

A confidential investigation will thereafter be initiated with the authority of the Village Manager. Retaliation against an employee who reports any violation, suspected violation, improper use of office, waste of funds or any abuse is prohibited. Nevertheless, disciplinary action may be taken against an employee who knowingly makes a false or malicious report.

The Village will maintain accurate records of reported or suspected fraud and report evidence obtained by an investigation to the appropriate authorities.

To the extent allowable by law, in its ongoing efforts to protect the reputation of persons suspected but not determined to have committed fraud, the Village ’s records shall conspicuously detail “unfounded” or “non-sustained” investigative findings and conclusions.

General Policies

Management Rights

The Village reserves all rights, powers and authority customarily exercised by management, except as otherwise specifically delegated or modified by express provisions of applicable laws, regulations, CBAs, and provisions of this Policy. The Village has the authority to determine and direct policies and methods of providing its services and unilaterally set the standards for same, without any interference in the management and conduct of the Village's business on the part of any employee or labor organization.

Fitness for Duty

All employees are required to report to work fit for duty and to be able to perform their job duties in a safe, appropriate, and effective manner.

The Village reserves the right to require proof of illness or disability and to have employees submit to physical or psychological examinations to ensure they are fit for duty.

Employees who cannot perform their job duties for physical or mental reasons shall have their job duties modified, be transferred to another position, be placed on a leave-of-absence, or separated from service, at the discretion of the Department Director.

Medical Examinations

During their period of employment, employees may be required to undergo periodic medical examinations to determine their physical and mental capacity to perform the work required of their position. Such exams shall be at the expense of the Village and performed by a doctor designated by the Village. Employees who fail to pass periodic physical examinations due to deficiencies which interfere with their ability to perform their assigned duties shall be subject to review by the Village. Refusal to be examined by a Village authorized physician when so directed by a Department Director or their designee shall be cause for disciplinary action up to and including termination.

Driver's License

Any employee who is required as a condition of employment to possess and maintain a valid Florida Driver's License must immediately notify their supervisor if the license is suspended, expires, becomes restricted or is revoked at any time during their employment. Failure to report the change in license status may result in disciplinary action up to and including termination.

If the Village requires an employee to obtain a Florida Commercial Driver's License (CDL), the Village will pay for the cost of training and any examinations required for the issuance of the license.

Personal Hygiene and Dress

As public employees and representatives of the Village, we have a responsibility to present ourselves in a professional manner during working hours. The personal appearance of Village employees is important for assuring good public relations, proper identification, and recognition. Employees are expected to exercise common sense and good judgment when choosing their work attire.

Dress and good personal grooming and hygiene standards are a key principle of the business image of the Village. Department Directors for employees requiring uniforms shall establish standards in accord with this principle. All others, primarily office employees, shall report to work well-groomed in clean and appropriate attire.

Any employee who does not meet the standards of this policy will be required to take corrective action, which may include leaving the premises and will not be compensated for any work time missed because of failure to comply with this policy. Any violations of this policy will result in appropriate disciplinary action.

Workplace Decorum

Employees' offices should be neat and clean with no objects situated in a manner that may obstruct or create a hazard on walkways and may cause injury. Open flames such as burning candles are prohibited in Village offices.

Displays showing sexually explicit images, gore, profanity, discrimination, and other displays that could reasonably be deemed to be offensive shall not be displayed.

The Village provides offices and other workspace for business purposes only. Village workspace is not private and may be inspected at any time. Management may at any time inspect or review any and all files (hard copy or computer), desks, drawers, filing cabinets, lockers, other storage areas, and/or all other workspace and its contents, with or without your knowledge.

Social Media

This section applies to all communication on social networks including, but not limited to posts, pictures, video, audio, podcasts, blogs, nonnative applications on social networks, e-mail, files, RSS feeds, and personal websites that transact Village business, news services, chat rooms, etc.

The Village does not prohibit employees from creating, obtaining, or using personal social network accounts.

Employees are prohibited from doing the following using personal social network accounts:

- Posting discriminatory remarks, harassment, threats of violence, etc.
    - Disparaging fellow employees in ways that might constitute harassment or bullying or are discriminatory in nature. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion, or any other status protected by law.
- Engaging in political activity or private business interests during working hours.
- Suggesting either directly or indirectly that the Village endorses a commercial product or service, unless approved by the Department Director.
- Posting, transmitting, discussing, or otherwise disseminating information to which they have unique access by virtue of their employment.
- Speaking on behalf of the Village unless they have prior written authorization from the Department Director.
- Posting, transmitting, discussing, or disseminating confidential or proprietary information.

Any employee who is aware of an online posting on a social media page by a Village employee that violates any provisions of this policy should notify their supervisor immediately.

Employees should not have a reasonable expectation of privacy when using social networks on Village devices because the information may not be secure and is viewed and shared by third parties. Nevertheless, the Village will comply with all applicable State and Federal laws pertaining to electronic monitoring of employee communications.

Employees who identify themselves as Village employees or discuss matters related to the Village on a social media site while off-duty must include a disclaimer on the front page stating that it does not express the views of the Village and that the employees are expressing only personal views—for example: "The views expressed are mine alone and do not necessarily reflect the views of my employer." Place the disclaimer in a prominent position and repeat it for each post expressing an opinion related to the Village.

Smoking and Use of Tobacco

The Village is a smoke-free workplace in an effort to promote a healthful lifestyle and thus reduce the liability exposure and lost productivity time to the Village.

The objective of this rule is to reduce the Village's liability exposure, recognizing that: (1) the Surgeon General of the United States has declared that the use of tobacco or tobacco products is a hazard to an individual's health; (2) an employee's poor health, due to the continued use of tobacco or tobacco products, increases the loss experience of the group health and life insurance plans; (3) increases in loss experience result in increases in premium costs for insurance plans; and (4) increases in premium costs for employees are borne by the General Fund and, subsequently, by the taxpayers of the Village.

Village owned, rented, or leased facilities, parks and beaches are smoke and tobacco free environments. Smoking is therefore prohibited. Smoking is also prohibited in Village owned, leased, or rented vehicles.

Smoking, as referenced herein, is defined as the act of inhaling, exhaling, burning, carrying, or possessing any lighted cigarette, electronic cigarette, cigar, pipe, smokeless pouch, any other form of loose-leaf smokeless tobacco, pipe tobacco, chewing tobacco, snuff or other smoke producing products or products intended to simulate smoking.

Employee Safety

The safety of every Village employee is a matter of prime importance, and we constantly strive to keep the Village a safe place to work. It is the responsibility of the Village to promote and pursue a safe and healthy environment for all employees. The Village has a safety policy and program aimed at the prevention of accidental injury and damage to Village property.

Each department shall communicate that department's safety rules and procedures to each employee. Employees shall observe all safety rules and procedures established by the State of Florida and the Village. Department Directors and supervisors are responsible for the observance of those rules and procedures within their authority. Failure to comply with safety rules and procedures may result in disciplinary action up to and including termination.

Accident and Injury Prevention

Emphasis on safe working conditions, practices and habits is the objective of the Village's safety program. Minimizing the number of accidents and damage involving Village employees or Village equipment and property will result in benefits to employees and the organization alike. Every member of the Village staff must recognize and accept responsibility for successful safety initiatives and participate in the development and implementation of the Village's safety program. Employees are expected to work in a manner consistent with the safety program and to report all accidents and unsafe conditions to their immediate supervisor. Safety is the responsibility of every employee, and it requires constant vigilance.

Department Directors, Managers, and Supervisors are expected to provide continuing efforts to ensure adequate safety training and proper equipment handling, as well as to reduce carelessness and neglect in Village operations.

Safety Equipment and Devices

The Village will provide proper and necessary safety equipment and devices for employees engaged in work where they are required. Such equipment and devices must be used properly. Failure by an employee to use provided equipment or devices will be subject to disciplinary action.

Accident and Injury Reporting

All employees are responsible for immediately reporting all injuries or accidents that occur on the job to their immediate supervisor or Department Director. An accident report shall be completed by the immediate supervisor and submitted to the Human Resources Director within twenty-four (24) hours of the incident.

Any property or equipment involved in an accident must also be reported to the employee's immediate supervisor or Department Director. In addition, every accident involving a Village- owned vehicle must be immediately reported to the law enforcement agency having authority at the accident location. Failure to report any accident may result in discipline and up to and including termination.

Any accident that results in property damage or severe injury to the employee may require a post-accident drug screening.

Drug-Free Workplace

The Village is committed to providing a safe work environment for employees, guests, the community, and the public. The abuse of alcohol and drugs is a national problem that impairs the safety and health of employees, promotes crime, and harms our community. To maintain the highest standards of morale, productivity, and safety in our operations, the Village has instituted a drug- and alcohol-free workplace policy. With the cooperation and assistance of employees, the Village will implement a program designed to provide a safe workplace environment free from drug and alcohol use and/or abuse.

The Village recognizes that alcohol and drug dependency require medical supervision and treatment if there is to be successful rehabilitation. The Village's desire and intent are to encourage any employee with drug and alcohol or drug dependency to voluntarily enter a drug or alcohol rehabilitation program. It is the responsibility of each employee to initiate and obtain assistance before any difficulties with drug or alcohol affect his or her work.

Any violation of the Policy will result in discipline, up to and including termination of employment. The full policy is contained on the Human Resources page, Employee Resources - Drug-Free Workplace Policy.

Use of Village Vehicles

Employees designated as the primary operator of a Village fleet vehicle are responsible for the appearance of the vehicle, keeping it clean, both inside and outside.

Employees who operate a Village vehicle must always have in their possession, a valid driver's license while operating the vehicle.

Village vehicles may not be used for personal purposes or to transport non-Village employees unless a non-Village employee is accompanying a Village employee for a business purpose such as travel to a meeting or site visit.

Village vehicles may not be used for personal purposes to transport family members.

If an employee's job duties require operation of a Village vehicle, the employee is responsible for immediately notifying their supervisor of any circumstance that results in the suspension or loss of a driver's license, or any special class of license required for the operation of the vehicle.

Unless the vehicle has been specifically designated as a "take-home" vehicle by the Village Manager, the vehicle may not be used for commuting to and from an employee's home. Instead, the vehicle must be parked at the appropriate Village facility each night and picked up each morning for use during the workday.

For those vehicles designated as "take-home" vehicles by the Village Manager, the following limitations apply:

- The use of clearly marked fire vehicles for commuting by Fire/EMS department personnel who, when not on a regular shift, are always on call, is not a taxable fringe benefit. However, outside the limit of the fire fighter's obligation to respond to an emergency, employees should not use these vehicles for personal purposes other than for commuting or de minimis personal use (such as a stop for a personal errand on the way between the workplace and the employee's home).
- Employees who are provided with take home vehicles other than marked fire vehicles may not use such take home vehicles for personal purposes other than for commuting or de minimis personal use (such as a stop for a personal errand on the way between the workplace and the employee's home).

Any Village employee operating any Village owned vehicle must immediately report all vehicle accidents regardless of the damage to the vehicle or others property following the Accident & Injury Reporting Flowchart. Failure to report may result in disciplinary action up to and including termination.

Travel Authorization and Expense Reimbursement

The attendance of Islamorada employees and elected officials at professional meetings, conferences, training courses, or Village-sponsored events to conduct official Village business benefits employees and the Village through increased awareness of technical and administrative developments and through the exchange of ideas with peers. Additionally, travel may be part of an employee's official duties.

Administrative Procedure #FIN001 provides for procedures for pre-approved travel authorization and reimbursement of costs after travel completion for Village employees, elected officials, and other authorized persons.

Employment Classifications and Position Control

Types of Employment

It is the policy of the Village to classify employees as regular or temporary, as full-time or part-time, and as exempt or non-exempt.

The Human Resources Director is responsible for classifying employees as follows:

- A regular employee is an individual that has been hired to a full-time, exempt or non- exempt position with the Village that is not temporary.
- A temporary employee is an individual hired to either a part-time or full-time position with a specified, limited duration. Temporary positions last less than six months. Temporary employees are not eligible for Village benefits.
- A full-time employee is an individual hired to a position that requires at least forty (40) hours per week. A full-time employee is either exempt or non-exempt and receives Village benefits, except for employees covered by a CBA.
- A part-time employee is an individual who works less than thirty (30) hours per week. Part-time employees may have seasonal and/or work fluctuating schedules. Part-time employees do not receive Village medical benefits.
- A non-exempt employee is subject to the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA) and is typically paid on an hourly basis.
- An exempt employee is exempt from the FLSA and is not entitled to overtime payments. Exempt employees are typically paid on a salary basis and include those in administrative, executive, and professional positions. The salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work the exempt employee performs.

Subject to exceptions listed below, an exempt employee must receive the full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked. Exempt employees do not need to be paid for any work week in which they perform no work.

Exceptions: unless state law requires otherwise, an exempt employee's salary can be reduced for the following reasons:

- Full-day absences for personal reasons.
- Full-day absences for sickness or disability.
- Full-day disciplinary suspension for infractions of the Policy.
- FMLA absences.
- To offset amounts received as payment for jury and witness fees or military pay.
- The first or last week of employment in the event the employee works less than a full week.
- Any full work week in which the employee does not perform any work.

However, an exempt employee's leave bank may be deducted when such employee is absent for reasons justifying the use of accrued vacation or sick leave in accordance with this Policy.

Position Control

All positions in the Village are established and maintained through a budget each fiscal year, approved by the Village Council. The Village Manager may add or delete positions provided that any additions shall not increase the Village's total budgeted funds.

Classification Plan

The Classification Plan provides for a systematic and equitable arrangement of job classes and provides for a complete inventory of all Village positions. The purpose of the plan is to group various positions into related classes based upon the range of duties, responsibilities and level of work performed. The Classification Plan comprises written job descriptions for each class of work included in the Village.

Job Classification and Descriptions

Every regular position will have a job description that includes job title, a description of the duties and responsibilities, and a statement of qualifications needed to fill the position. Each position will be assigned a grade on the classification plan by the Human Resources Director and Village Manager.

Job descriptions are intended to be a general outline of job duties performed by employees in a particular job. They are used as a guide in recruiting and examining candidates for employment, in determining the lines of promotion and developing training programs, as guidelines in determining salary relationships and in providing uniform job terminology to convey the same meaning to all concerned. Job descriptions may be changed from time to time by the Village. This change may expand or reduce the job duties of any job classification. Employees will be given as much advance notice of a change in their jobs as is practicable. The job descriptions are maintained by the Human Resources Director and should be reviewed and updated annually, or whenever a change occurs in the duties of any position. The Department Director and the Human Resources Director will approve each job description. Each employee will receive a copy of his or her respective job description at the time of his or her employment, and any time there is a change in his or her job description.

Change in Position

A change of position requires a Personnel Action Form (PAF) signed by the Department Director, the Human Resources Director and the Village Manager.

A full-time employee whose position becomes part-time or who transfers into a part-time position will be paid out any unused vacation hours accrued or may use the hours prior to beginning employment in the part-time position.

Reclassification

A reclassification occurs when it is determined that the duties of a position have significantly changed, or the prevailing wage needs adjustment. Reclassifications also may occur when the duties of a position have significantly increased or decreased.

An employee whose position is reclassified may receive a minimum of 3% over the salary received prior to the reclassification provided that such a salary increase is in the best interests of the Village as determined by the Village Manager. A reclassification upward does not change an employee’s employment anniversary date.

Recruitment and Appointment

Advertising

Except when the Village Manager determines it is in the best interest for the Village to fill a position without being advertised, all vacant positions will be advertised internally for one week and then listed publicly in publications and online sites determined by the Human Resources Director to attract the best candidates. Position advertisements can be published simultaneously depending on position circumstances.

Applications

Applicants shall complete a standard Village employment application form. The completed application must be submitted to the Human Resources Director by the due date indicated in the employment ad or posting.

After a conditional offer is made and prior to the start of employment, the applicant will be required to undergo a background check, driver license check, and, if the position is considered life safety (lifeguards, firefighters, etc.), pre-employment drug screening. Certain positions may also require a post-offer physical. Applications for certain positions may require a resume and other documentation of professional and/or educational attainment. All employees shall subscribe to a public employee oath of office.

Offers

Offers are based on an analysis of the applicant's work experience, education, and training. Other candidate characteristics, such as work ethic, emotional intelligence and attitude may be considered as well. The Village Manager has final approval of offers of employment. Applicants that submit false information, or omit information on the Village application form, resume or any other statement of qualification for a position will not be considered for employment.

If false information is found after employment has begun, the Village Manager may terminate the employee.

Newly hired employees will be required to sign a wage withholding authorization form, which indicates that, in the event their employment is terminated, either voluntarily or involuntarily, prior to the full repayment of any outstanding monies owed (e.g., tuition fees, wage overpayment), the Village may withhold the remaining amount owed from the final pay, except to the extent prohibited by federal or state minimum wage law.

Employment of Relatives and Fraternization

For the purpose of this section, "relative" refers to father, mother, son, daughter, brother, sister, spouse, cousin, nephew, niece, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandson, granddaughter, stepmother, stepfather, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

No relative of the Village Manager or Village Council shall be selected to hold a position with the Village during the tenure of that manager or Councilperson. This section does not apply to appointed committees, volunteers, or temporary employees. No person may be appointed, employed, promoted, or advanced to a position in the Village over which a relative exercises direct supervision. Exceptions to this policy may be approved only by the express prior approval of the Village Manager. Such approval will be given only upon submission of a satisfactory analysis as to the unique qualifications of a relative for the position in question.

While the Village respects the rights of its employees to conduct their personal lives as they wish, workplace romantic relationships can create a conflict of interest (actual or perceived) or adversely affect work performance and employee morale, create concerns of favoritism, and potentially result in claims of harassment. The Village therefore prohibits employees who have a romantic relationship from supervising (directly or indirectly) the other or to work in a position that has an audit or investigation function over the

other. For purposes of this section, a “romantic relationship” includes dating, sexual relationships, domestic partnerships, and employees who share the same household as a couple.

If a prohibited relationship among relatives is established after employment (e.g., two employees marry), the Village may require one of the employees to resign. If neither employee resigns, the Village may terminate the employment of one of the relative employees. In that circumstance, it shall be within the sole discretion of the Village to determine which employee to terminate.

Veteran’s Preference

Veteran’s Preference in hiring, promotional opportunities and layoff retention will be granted in accordance with federal and state law. Job applicants who are claiming Veteran’s Preference will be given job preference in the hiring process, but not to the preclusion of more qualified non- veterans. Individuals must submit current documentation substantiating Veteran’s Preference status to receive a preference. A DD-214 or comparable document which serves as a certificate of release or discharge claim must be furnished.

If an employee wishes to appeal against any decision, they may file a complaint with the Florida Department of Veterans’ Affairs within 60 days of receiving notice of the decision. The latest contact information can be found by calling (727) 518-3202 or email at VeteransPreference@FDVA.FL.GOV.

Medical Examinations

Applicants for positions in the Village may be required to undergo a medical examination to determine mental and physical fitness to perform the duties of the classification for which appointment has been offered. All applicants who fail to pass their initial physical examination shall be declared ineligible for hire.

Probationary Periods

All new, regular employees must complete a six-month probationary period, during which they are evaluated by their supervisor. The Village Manager may approve an extension of the probationary period.

Employees completing probation will be evaluated by their supervisor and shall either enjoy continued at-will employment or be terminated. Those who continue employment may qualify for an increase based on performance.

During this period, employees shall be subject to demotion, dismissal or suspension, or other disciplinary action without prior notice or the filing of specific charges.

Work Hours and Pay

Attendance

Regular attendance and punctuality are particularly important responsibilities of Village employees. Except for scheduled and/or authorized time off or unavoidable absences, every employee is expected to be present and on time for work. Any employee who is going to be absent or more than 30 minutes late for work (other than due to unavoidable circumstances such as a family emergency) shall notify their immediate supervisor prior to the start of their scheduled shift. An employee who is absent for three (3) consecutive days without authorized leave is considered to have resigned.

The workweek for full-time employees is 40 hours. Department Directors are authorized to establish flexible work schedules that do not interfere with the efficient business operations of the Village and/or improve the efficient business operations of the Village. Alternate work schedules do not alter Village benefits (e.g., holiday or leave pay).

Non-Exempt - Hourly, non-exempt employees are not to work more than 40 hours per week except when directed by their Department Director or his/her designee. A minimum 30-minute unpaid meal break is recommended for all non-exempt employees **but not required**. Non-exempt employees that choose to work a full day without taking a meal break on a regular basis shall gain approval of their schedule from their Department Director.

Exempt – Exempt employees are expected to work Monday through Friday from 8 a.m. to 5 p.m. unless an alternative schedule is approved by their Department Director or the Village Manager. Exempt employees will have to work additional hours to meet the requirements of their position.

Employees who report for work without proper equipment or attire or who are otherwise unfit for duty as determined by their supervisor may not be permitted to work.

Brief rest periods are authorized for employees as needed. If an accommodation related to attendance is needed, it must be requested through Human Resources.

Working Remotely/Telecommuting

The Village understands the importance of employees being present in order to foster a conducive and productive working environment. Employees are not allowed to work from home without prior approval of the Village Manager. The granting of work from home will be limited and considered on a case-by-case basis. Not all positions are appropriate or feasible for remote work. Non-exempt employees are prohibited from working remotely off-the-clock (e.g., checking emails, responding to phone calls, etc.).

The ability to work remotely is not a formal, universal employee benefit. Remote work is not an entitlement; it is not a Village-wide benefit and is not designed to replace appropriate childcare or to accommodate other personal needs. All remote work arrangements are at the discretion of the Village Manager, may be terminated by the Village Manager at any time for any or no reason, and in no way change the terms and conditions of employment with the Village. The Village Manager has the right to refuse to make remote work status available to an employee and to terminate a remote work arrangement at any time.

Each position has different job-specific requirements, customer or stakeholder needs, collaboration and team-based activities. These differences are key considerations when making decisions about whether a given employee is eligible for remote work.

In evaluating whether a particular position is suitable for remote work, the Village Manager will consider many factors including, but not limited to:

- Whether the nature of the work to be performed remotely is operationally feasible

- Whether the position has tasks that are portable and can be performed from a remote location
- Whether the overall quantity and quality of work performed can be sustained at the remote location
- If the position is a managerial one, whether an employee in the position has the tools and resources to effectively manage direct reports remotely.
- Whether collaboration required by the position is easily accomplished through teleconference or other remote technologies

Remote work arrangements can be occasional, temporary, or regular. Whether the arrangement is for a short period of time, or long term, the following basic requirements must be met:

- Employees must be able to perform the same duties, assignments, and other work obligations at their home office as they do when working on Village's premises.
- Employees are expected to be available to their supervisors, managers, and co-workers during agreed-upon work hours and make their availability clear from their instant messaging work status. Employees will need to ensure that they can be reached through telephone (office, home, mobile), instant messaging (examples: Teams, Slack, Google), or other communication tools that are being used within the employee's department. The Village expects the same level of professionalism and responsiveness from its remote employees as it would from employees working at the office.
- Employees must be available to attend scheduled meetings and participate in other required office activities at the local office as needed. Except for extraordinary circumstances, the Village usually provides at least 24 hours' notice for such events.
- Employees must arrange for childcare or dependent care during their work hours except in cases of extraordinarily extenuating circumstances.
- The employee must be in good standing, have received positive performance evaluations, have no documented performance issues on file, and have had no performance issues brought to Human Resources' attention.
- The employee possesses good time management and organizational skills and is self-motivated, self-reliant, and disciplined.

All approved remote/telecommuting arrangements must be documented and approved by Human Resources and the Village Manager.

Pay Periods

Village employees are paid biweekly. The work week begins on Sunday at 12:00 a.m. and ends Saturday at 11:59 p.m. All time worked by Village employees shall be recorded using approved time-clocking processes. Recorded time must reflect hours worked and time taken under all circumstances. Intentional falsification of time records will result in termination.

Starting Rates

The advertised hiring range for vacant positions will be the minimum and the midpoint of the position classification. Newly hired employees may earn a salary above the minimum in the position grade; however, they may not exceed the midpoint without approval of the Village Manager.

Overtime Pay

It shall be the policy of the Village to keep overtime work to a minimum. However, when employees are directed by their authorized supervisor to work extra hours in addition to the regular hours or normal work of the department in which they are assigned, they shall be compensated in accordance with the provisions of

the Fair Labor Standards Act. This means that employees who are not exempt from the overtime provision of the FLSA will be paid overtime at the rate of time and one- half for all hours actually worked in excess of forty (40) hours in the established typical work week.

Overtime hours worked by non-exempt employees are compensated for in compliance with the FLSA. For purposes of calculating overtime, time worked includes jury duty, call back hours, court time on behalf of the Village, mandatory training, meetings or education for which the Village requires attendance. All other hours are not considered time worked. No paid absences shall be counted in the computation of overtime. Overtime is based on “actual hours worked”, therefore, vacation, sick, holiday, personal day, compensatory time and other such leaves will not be used in the computation of overtime worked.

Working overtime without the prior authorization of the Department Director, or his/her designee, is strictly prohibited. Directors or his/her designee must approve time for all employees within their department prior to payroll processing. Directors may temporarily assign the review of time to a designee when necessitated by leave. Overtime shall, whenever practicable, be distributed in a fair and equitable manner among all employees qualified to perform the work.

Emergency Pay

The Village understands that emergency situations may occur. In the event an emergency is declared by the Mayor, Village Manager, or his/her designee, within the Village, and Village Hall is closed, regular, non-emergency personnel may not be required to report to work until after the Village Manager, or his/her designee, has declared the emergency over. Village employees shall be paid during emergencies in accordance with Comprehensive Emergency Management Plans (as may be amended by resolution annually).

Special Pay

Part-time employees who are required to work on the specified days in accordance with Founders Park operations will be compensated at a Special Pay Rate. Hours worked on the specified days will be paid double the employee’s regular rate. Special Pay will apply only to days when Village offices are closed.

Professional License and Certification Incentives

Full-time Administrative & Professional employees may be granted a Certification Achievement Incentive (CAI) to recognize the attainment of a professional license, designation or certification. These licenses/designations/certifications must be recognized as industry leading designations and relevant to the departmental needs as determined by the Department Director and in a discipline that is relevant and related to the employee's current position which would enhance the employee's ability to perform the duties of that position.

Eligible employees shall receive additional compensation, as specified herein, for maintaining a qualifying professional certification or license which has been reviewed and approved by the Department Director, Village Manager and Human Resources Director. The professional certification or license represents extraordinary and exceptional professional competency.

The intent of CAI does not include the completion of an academic degree. If the completion of certification, registration or licensure is a condition of employment, employees are ineligible for the professional development incentive.

Qualifying License/Certifications

The professional certificate or license must be of the highest measure and meet the following criteria:

- The professional license or certification must be issued by either the State of Florida or a nationally recognized professional organization that administers a nationwide competency examination

recognized by the Village as a standard of excellence and professional competency; and

- The license or professional certification shall be directly applicable to the employee's classification, and shall be over and above the basic job qualifications required for the position held; and
- The license or certification must be renewed through additional testing or some form of recertification, i.e., taking additional approved classes each year.
- The professional certificate or license has been pre-approved by the Department Director, Village Manager and Human Resources Director.

License/Certification Levels and Payment

Payment levels are established by the Village Manager and Human Resources Director using the following criteria:

Level 1: Certification achieved through online courses, conferences, classes requiring a skills and competency exam or test, resulting in professional certification recognition by the governing authority. Level 1 certifications are paid $800 each annually.

Level 2: Licensing is achieved through a series of skills and competency examinations resulting in issuance of a professional license by the governing authority. Level 2 licenses are paid $1500 each annually.

Payment of annual CAI is divided into twenty-six pay period payments commencing on the pay period immediately following approval.

Employees are limited to receiving a maximum of two (2) CAI's in either level or a combination of levels.

Renewals

Proof of license or certification must be submitted one month prior to the expiration of the license or certificate.

Temporary Higher Classification Pay

The Village Manager may authorize an employee to take on the additional duties of a position in a higher classification than the position currently held by the employee. In cases where the interim or temporary assignment lasts beyond 160 hours (one month) worked, the employee will be eligible for a temporary five (5%) increase in pay for the duration of the assignment.

Cost of Living Increases

The decision whether to or when to grant a cost-of-living increase, as well as the decision about the amount of such increase (if any) will be made in the sole and exclusive discretion of the Village Council during the annual budget process.

Merit Increases

A merit increase is a salary increase within the same job classification, awarded for performance. Merit increases are not automatic. The amount of the merit increases an employee is eligible to receive, if any, shall be determined by the availability of funds, and the system/procedures adopted by Village Council each fiscal year. The Village Manager must approve all salary adjustments.

Unless otherwise approved by the Village Council, merit increases will be processed at the start of the fiscal year.

Holidays

Full-time employees are compensated for twelve (12) holidays as indicated below. Some departments will be required to work on Holidays to keep services open. The employees that work on the actual Holiday and not the observed Holiday will qualify for Holiday pay. Holiday pay cannot be converted into compensatory time. Village employees covered by a CBA shall be paid in accordance with the CBA.

Village offices are closed on the following Holidays:

1. *New Year's Day – January 1
2. Martin Luther King's Birthday – Third Monday in January
3. President's Day – Third Monday in February
4. Memorial Day – Last Monday in May
5. Juneteenth – June 19th
6. Independence Day – July 4
7. Labor Day – First Monday in September
8. Veteran's Day – November 11
9. Thanksgiving – Fourth Thursday in November
10. Day after Thanksgiving
11. Christmas Eve – December 24
12. Christmas Day – December 25

Holidays occurring on a Saturday are observed on the preceding Friday. Holidays falling on a Sunday shall be observed on the following Monday.

Holiday pay is calculated as an eight (8) hour benefit. Those working alternate schedules (e.g., 4/10 work schedule) will revert to a five-eight work schedule or make up the two (2) hour difference in the work schedule by working an additional two (2) hours or using available vacation or personal leave time.

*In years when January 1st (New Year's Day holiday) falls on a Tuesday, Wednesday, Thursday, or Friday, the Village shall also observe ½ day (1:00 PM to 5:00 PM) on December 31st (New Year's Eve) as a holiday.

Floating Holidays

The Village recognizes that employees may observe holidays or personal events that are not included in the Village's standard holiday schedule. Floating Holidays provide flexibility for employees to take paid time off for these purposes. Regular full-time employees are eligible for Floating Holidays.

Eligible full-time employees will receive two (2) Floating Holidays per calendar year. Floating Holidays may be used for personal, religious, cultural, or other observances of the employee's choice. Employees must request Floating Holidays in advance and receive supervisory approval, subject to business needs and scheduling requirements.

Floating Holidays must be used within the calendar year and do not carry over into the following year. Unused Floating Holidays are not paid out upon separation from employment.

Paid and Unpaid Leaves

Vacation Leave

Full-time employees shall be entitled to earn and accrue annual vacation leave with pay. Under no circumstances shall temporary, seasonal, provisional or part-time employees be entitled to the provisions of this section. In the event that an employee's status changes from part time to full time, none of the time that an employee served in a part time status will count towards the employee's years of service, for the purpose of calculating the employee's rate of vacation accrual. Employees who separate from the Village and are later rehired will not be allowed to count their prior years of service for purposes of calculating their rate of vacation accrual and will commence employment with zero years of service for purposes of vacation accrual.

Vacation leave accrual for full-time, regular employees is based on completed years of service, as shown below:

- **0–3 years:** 96 hours annually
- **3–5 years:** 112 hours annually
- **5–10 years:** 168 hours annually
- **10–15 years:** 224 hours annually

Vacation leave is front-loaded at the beginning of each calendar year. Vacation leave is granted on an annual basis and is prorated during an employee's first and final year of employment. Upon hire, vacation leave is prorated based on the employee's start date. Employees receive one-twelfth (1/12) of their annual vacation entitlement for each full calendar month remaining in the calendar year from the employee's start date or through the termination date. Employees who use more vacation time than they have accrued at the time of separation may be required to repay the value of any unearned vacation hours, depending on the termination date.

Vacation leave time shall be scheduled and charged to the employee for the actual time away from work. When a Holiday falls on the day before, the day after or during an employee's requested annual leave, it will not be charged against the employee's annual leave balance.

Department Directors are required to discuss employee leave requests with their employees in advance to ensure that the efficient business operations of the Village are not disrupted. Leave may be taken following approval by the Department Director and may only be used as earned.

Annual leave may be accumulated up to a maximum of 224 hours. Any hours accumulated more than 224 hours must be used, rolled over, or cashed out (following the provisions below) by December 31st or the hours accumulated in excess of 224 hours will be forfeited.

Vacation Leave Rollover and Cashout

Employees may elect to request a rollover of up to forty (40) hours of accrued vacation (in excess of the 192-hour maximum) during the second pay period in the month of December each year. Employees electing to rollover accrued vacation time must do so in writing on a form provided by Human Resources.

Employees may elect to request a cashout of up to forty (40) hours of accrued vacation during the second pay period in the month of December each year. Employees electing to cash out accrued vacation time must do so in writing on a form provided by Human Resources.

Sick Leave

Sick leave is a privilege granted to full-time employees as a short-term income protection plan when employees meet the eligibility requirements. Full-time employees shall be entitled to earn and accrue annual sick leave with pay. Under no circumstances shall temporary, seasonal, provisional or part-time employees be entitled to the provisions of this section.

Each regular full-time employee shall accrue eight (8) hours of sick leave for each full month worked. Sick leave is accrued from the beginning of employment and shall not be used in advance of being earned unless the Village Manager has approved an exception.

Employees shall notify their supervisor of the need to take sick leave as far in advance of their appointed time to begin work as possible. Employees who are absent for three (3) consecutive workdays or one (1) tour of duty for Fire Department personnel may be required by their immediate supervisor and/or Department Director to produce a medical certificate signed by a physician indicating the reason the employee was unable to perform their duties. Evidence of abuse of sick leave constitutes grounds for disciplinary action up to and including dismissal.

Sick Leave Transfer Program

The Program enables eligible Village employees to voluntarily donate a portion of their earned sick leave time to other Village employees who have exhausted their own earned leave and who are suffering from a catastrophic health condition or injury that is expected to require a prolonged absence from work.

1. General Provisions:

    a. All full-time employees who are included in the Village's sick leave are eligible to participate as a recipient or donor in the Program, if the affected employee meets the eligibility conditions specified in Sections 2(e) and 3(e), respectively.

    b. The Program Administrator (the "Administrator") shall be the Human Resources Director or his/her designee.

    c. The donating employee and the receiving employee each shall file with the Administrator an application for donating and receiving sick leave.

    d. An employee may request to receive donated sick leave if the Administrator, in his/her sole discretion, finds that the requesting employee meets the qualifying conditions established in Section 2(e) below.

    e. An employee may volunteer to donate sick leave to an employee who has been authorized to receive sick leave donations if the donating employee meets the eligibility conditions established in Section 3(e) below.

    f. All sick leave donations transferred to the receiving employee shall be hour by hour. The receiving employee shall be paid at his/her regular straight-time rate of pay for all donated sick leave used.

    g. The receiving employee may use donated sick leave only for the condition that qualified him/her for such donations.

    h. The receiving employee cannot use donated sick leave for any purpose once the condition that qualified him/her for such donations ceases to meet the qualifying criteria described in Section 2(e) below. Donated sick leave may be used to cover all subsequent absence(s) attributable to the qualifying condition until the

qualifying condition ceases to be a cause for further absence, even if the receiving employee returns to work in the interim.

2. Qualifying Conditions for The Receiving Employee:

    a. An employee may receive sick leave donated by another employee or other employees if he or she, at the sole discretion of the Administrator, meets all the following conditions:

        i. The receiving employee has been employed full-time by the Village for at least one year and has exhausted or will exhaust, in the current pay period, his/her paid leave balances (both sick and vacation) due to his/her personal illness, injury, impairment, or physical or mental condition which is likely to cause the employee to go on leave without pay; and

        ii. The receiving employee has filed with the Administrator an application for receiving sick leave donations and a medical certification from his/her health care provider verifying the nature and expected duration of his/her condition and the employee's need to be off work; and

        iii. The receiving employee has used his/her sick leave judiciously prior to the qualifying absence; and

        iv. The qualifying absence is not covered by Workers' Compensation, short-term disability and/or long-term disability.

    b. The receiving employee shall not receive more than four hundred eighty (480) hours of donated sick leave for any single qualifying incident.

3. Conditions for Donating Sick Leave to an Eligible Recipient:

    a. The donating employee has been employed full-time by the Village for at least one (1) year; and

    b. An employee requesting to donate sick leave hours must complete an application and submit it to the Administrator; and

    c. A donating employee shall donate no more than eight (8) hours and no less than four (4) hours of sick leave to an approved recipient employee per qualifying absence up to a maximum of twenty-four (24) hours of donated sick leave per year, so long as the donating employee's sick leave balance will not fall below ninety-six (96) hours.

4. Remaining Sick Leave:

    a. Any transferred sick leave remaining to the credit of the recipient employee when that employee's personal emergency terminates shall be forfeited by the recipient employee and will not be returned to any donating employee.

Personal Leave

All full-time employees are granted eight (8) hours of personal leave for the calendar year. New full-time employees with employment effective date after July 1st of any year receive fifty percent (50%) of the hours stated above. Personal leave must be used by December 31st, or it is forfeited.

Bereavement Leave

Employees wishing to take time off to attend a funeral or memorial service of an immediate family member shall notify his/her immediate supervisor at the earliest opportunity. The employee's immediate family shall be defined as the employee's spouse, father, mother, stepparents, natural, step and adopted children, brother, sister, father-in-law, mother-in-law, grandparents, brother-in-law, sister-in-law, nieces and nephews. The Village Manager may expand the definition of immediate family upon request of the employee. A maximum of three (3) workdays of paid bereavement leave will be provided to regular full-time employees per incident.

The Village reserves the right to request all pertinent information including deceased relative's name, employee's relationship to the deceased, the name and address of the funeral home, and the date of the funeral.

Military Leave

Any employee who presents official orders requiring attendance for a period of training as a member of the United States Armed Forces Reserve, the Florida National Guard or the State of Florida Reserve may be entitled to Military Leave with pay for a period not to exceed 240 working hours annually in accordance with Chapter 115, Florida Statutes. An employee called to military active duty other than for training will be granted a leave of absence and receive full pay for the first thirty (30) days of active military service.

An employee receiving 240 working hours training period pay or receiving thirty (30) days' pay for active duty shall receive their regular pay irrespective of the amount received from Federal or State Government. After 240 working hours of Military Leave have been used in a calendar year or thirty (30) days for active service, any additional Military Leave will be on a Leave without pay basis.

It is the responsibility of every employee that is a member of the United States Armed Forces Reserve or the Florida National Guard to discuss their Reserve or National Guard status and, to the best of their knowledge, scheduled training dates with their supervisor and/or Department Director.

If an employee is called to active duty, the employee is protected under the Uniformed Services Employment and Reemployment Rights Act (USERRA). The USERRA was enacted to ensure that members of the uniformed services are entitled to return to their civilian employment upon completion of their service. They should be reinstated with the seniority, status, and rate of pay they would have obtained had they remained continuously employed by their civilian employer. The law also protects individuals from discrimination in hiring, promotion, and retention based on present and future membership in the armed services.

A five (5)-year limit (with some exceptions) is imposed on the cumulative length of time a person may serve in the military and remain eligible for reemployment rights with the pre-service employer; this does not include scheduled drills and applies to per employer.

While the employee is on active duty and away from Village employment, there is potential for the employee to purchase service credit from the Florida Retirement System upon returning to active employment with the Village.

The employee is responsible for the employee portion of the medical insurance premium while deployed. If the employee opts out of coverage due to the life qualifying event, the employee will be able to opt back into medical benefits upon returning to active employment with the Village.

Jury Duty and Witness Duty

An employee who is legally summoned to serve on a jury shall be permitted absence with pay. If excused and/or released, the employee shall report to work. If selected to sit on a jury, the employee will be paid but

shall remit any pay received for jury duty to the Village. Employees, while on jury duty, are only to be compensated for time in attendance that coincides with normal scheduled work periods. Employees working other than during normal business hours may have their schedule changed to coincide with the judicial proceedings' hours of attendance.

Employees may use their accrued leave, in accordance with Village policies, to function as a witness at trial or deposition or to attend proceedings in connection with a personal or non-Village related legal action. The employee must submit documentation of the proceedings, including any notice or subpoena compelling the employee's appearance at deposition, hearing or trial.

Domestic Violence Leave

The Village permits leave for victims of domestic violence, in compliance with Florida law, codified in Chapter 741, Florida Statutes. An employee who has worked for the Village for three (3) months or longer may take up to three (3) days of paid leave to seek an injunction for protection against domestic, dating or sexual violence; obtain service from a victim services organization; make their home secure or find a new home; or to seek legal assistance related to domestic violence. The employee may use accrued leave in lieu of unpaid leave.

Compensatory Time

Non-Exempt employees may elect to receive compensatory time off in lieu of overtime pay. An employee who earns overtime and chooses to accrue compensatory time must indicate the amount of overtime they wish to convert to compensatory time in the Time and Labor system prior to payroll processing.

Overtime hours earned for working a Holiday may not be converted to compensatory time.

Once overtime hours are converted, compensatory time can only be used as time off and will not be paid out in lump sum unless the employee terminates employment with the Village.

The maximum annual accrual of compensatory time is eighty (80) hours in a calendar year.

Compensatory time off must be scheduled with supervisor's approval and at a time mutually convenient for the employee and the department.

If a non-exempt employee moves into an exempt position, any compensatory time earned as a non-exempt employee will be paid out prior to the employee moving into an exempt position.

If an employee terminates employment, the compensatory time balance will be paid at the time of separation at the final hourly rate.

Administrative Leave

Paid Administrative Leave will be used in the event of office closure; the time off from scheduled work will not require the use of accrued leave.

Any employee who cannot perform the essential functions of their position or charged with a crime may be placed on an unpaid administrative leave until they can demonstrate job fitness or until such charge is dismissed by the prosecuting authority or until a decision settling the case is rendered. Employees are required to inform the Department Director of a formal accusation, information or charge. An employee who is placed on unpaid administrative leave for a criminal issue pursuant to this section shall be afforded an opportunity to meet with the Village Manager to discuss the circumstances of the arrest, formal accusation or information. The meeting shall afford the employee the opportunity to explain the circumstances so that the Village Manager may, in their sole and exclusive discretion, determine the appropriate course of action, which may include, but is not limited to: continuing the leave without pay; converting the unpaid leave to one with pay pending further inquiry; reinstating the employee with back pay; and/or any other action.

Notwithstanding any limitations on the length of leave set forth elsewhere, unpaid leave under this Section may continue until the employee can demonstrate job fitness or through the resolution of the criminal proceedings related to the arrest, formal accusation, or issuance of an information, or until an administrative determination is rendered. Any extensions of time or continuances of any administrative proceedings (including the preliminary meeting with the Village Manager) related to unpaid leave that is attributable to, or caused by, the employee shall be deemed a waiver of any claim for back pay or other benefits lost as a result of that extension of time or continuance.

An acquittal or dismissal of the criminal charges related to the arrest, formal accusation, or issuance of information (if any such action occurs before the conclusion of any administrative action or inquiry) shall not automatically entitle the employee to reinstatement or any other relief. Instead, upon the conclusion of the criminal proceedings, the Village may conduct (i.e., commence or continue, as appropriate) an administrative investigation or inquiry and, if appropriate, impose disciplinary action up to and including termination. The resolution of the criminal charges may be used as a factor in any administrative determination. For purposes of this rule, the fact that adjudication is withheld or any criminal proceeding that terminates upon the employee's plea of nolo contendere shall not prevent the Village from conducting its own administrative investigation and taking appropriate disciplinary action.

Leave Without Pay

A regular employee may be granted leave without pay for sickness, disability, or other sufficient reasons, which are considered in the best interests of the Village and the employee. All leave without pay must be approved by the Village Manager.

Employees will be responsible for the full and total medical, dental, vision premiums, and supplemental insurance while on leave without pay status. If the employee is a member of the Florida Retirement System, the employee will not receive service credit or contributions for leave without pay. The employee is not covered by the Village's life insurance policy while on leave without pay.

Family and Medical Leave

Pursuant to the Family and Medical Leave Act of 1993 (FMLA), an employee must have a minimum of twelve (12) months of service with the Village and at least 1,250 hours worked during the twelve (12) months preceding the date a request for FMLA leave is made to qualify for leave under the FMLA. Only hours worked are counted towards the 1,250-hour requirement. Paid leave of any kind does not constitute "hours worked".

An eligible employee is entitled to a maximum of twelve (12) weeks of unpaid leave in any 12 months due to one or more of the following reasons:

A. The birth of the employee's child or placement of a child with the employee for adoption or foster care.

B. The medical need to care for an immediate family member (spouse, child, stepchild, parent, or grandparent) with a serious health condition (defined below).

C. The inability of an employee to perform his/her job function because of a serious health condition.

D. Because of any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is a service member on covered active duty (or has been notified of an impending call or order to covered active duty).

Spouses employed by the Village are jointly entitled to a combined total of twelve (12) weeks of FMLA leave for the following reasons:

A. The birth of the employee's child or to care for the child after birth.

B. The placement of a child with the employee for adoption or foster care, or to care for the child after placement.

C. To care for the employee's parent with a serious health condition.

FMLA leave associated with the birth or placement of a child for adoption or foster care must be completed within twelve (12) months of the birth or placement.

However, a husband and wife may each take twelve (12) weeks of FMLA leave if they are needed to care for their newborn, adopted, or foster child who has a serious health condition, provided that the husband and wife have not previously exhausted their FMLA entitlements during the applicable twelve (12)-month FMLA leave period. Spouses employed by the Village are jointly entitled to a combined total of twenty-six (26) weeks of FMLA leave during any single twelve (12)-month period for leave taken to care of a covered servicemember with a serious illness or injury and any other FMLA qualifying reason.

The terms "child" or "stepchild" include a person eighteen (18) years of age or older who is incapable of self-care because of a mental or physical disability.

The full FMLA policy and procedure can be found on the Human Resources page, Employee Resources.

Workers' Compensation

As required by Florida statutes, all Village employees and volunteers are covered under Florida's workers' compensation laws. Employees sustaining work-related injuries shall notify their immediate supervisor and/or Department Director as soon as possible after the injury and no later than the end of the workday. The Department Director will notify the Human Resources Director as soon as possible after the accident. Benefits are not paid until after the first seven (7) calendar days of a job-connected illness or injury. If the illness or injury prevents the employee from returning to work for the Village for more than seven (7) calendar days, then, beginning the eighth (8th) calendar day, the employee receives an amount equivalent to 66-2/3% of the average gross weekly salary.

An employee who sustains an on-the-job injury or sickness related to employment shall be entitled to the currently applicable Workers' Compensation benefits under Florida Statute Chapter 440. This includes medical attention, time loss, and wage loss as defined in Chapter 440. Any negligence on the part of an employee shall instead cause the use of sick leave accumulations or the use of other forms of compensation and time. Failure to use appropriate safety equipment or where there is drug involvement, either of which may have been the cause of an accident, results in at least a 25% reduction in occupational disability payments.

The rate of pay utilized in the computation for benefits is the amount per hour paid to the employee at the time of the accident.

When an employee is injured, the following shall apply:

- The employee shall immediately notify their supervisor of any injury and in all cases at least within twenty-four (24) hours of their occurrence. An executed copy of the DWC-1 must be completed.
- The employee must completely cooperate with medical direction, advice, and any physical therapy recommended, which is made available from the medical panel of providers. All authorized physical and occupational therapy sessions will be scheduled during the employee's non-duty time, if the employee is otherwise able to work, to the extent possible.
- The employee shall apply for any pension benefits (local, state, or federal) to which he is entitled,

which may result in a substitution of payments normally made by the Village.

- If the workers' compensation physician clears an employee for "light duty," placement in such status shall be at the sole discretion of the Department Director based on operational needs.

Benefits

Health, Dental, and Vision

All full-time employees are eligible for group medical, dental, and vision insurance coverage. Employees who begin employment before the 1st of the month will be eligible for benefits on the 1st of the following month. For example, if you start employment on July 28th, you are eligible for benefits on August 1st.

The Village shall seek to provide health coverage at minimal cost to employees, but the cost borne by the Village and cost shared by the employee will fluctuate annually based on available funding as determined by the Village Council during the budget approval process.

Health Insurance Opt-Out

Village employees have the option to opt out of the offered group medical insurance. If an eligible employee elects to decline the Village's offered group medical insurance, the employee must submit an executed Health Insurance Opt-Out form and provide proof of insurance to Human Resources within the first thirty (30) days of employment or during the open enrollment period. The Village may elect to provide a Health Insurance Opt-Out stipend, depending on available funding as determined by the Village Council during the annual budget approval process.

Voluntary Supplemental Insurance Plans

Full-time employees are eligible to participate in voluntary supplemental insurance plans at 100% of the premiums paid by the employee through after-tax payroll deductions. Supplemental insurance plans are offered at the time of hire and during open enrollment periods.

Basic Life and Accidental Death and Dismemberment Insurance

The Village provides Basic Term Life insurance for all eligible employees at no cost. The benefit amount for active employees is one (1) time the employee's annual salary, rounded to the next higher multiple of $1,000 (if not already a multiple of $1,000) to a maximum of $100,000. The Basic Term Life insurance benefit will be paid in the event of the insured’s death.

The Village provides Accidental Death & Dismemberment (AD&D) insurance, which pays a benefit in addition to the Basic Term Life benefit when death occurs because of an accident. The AD&D benefit amount equals the Basic Term Life benefit amount.

Retirement

The Village is a member of the Florida Retirement System and will make employer-based contributions for all regular employees hired after January 1, 2016. All participating employees are required to make contributions. Contribution rates are set by the state legislature and adjusted on the first day of July every year.

Employees hired for six (6) months or less, temporary or seasonal employees, do not qualify for the Florida Retirement System.

Full-time employees will also be eligible to make voluntary contributions to a deferred compensation plan at the time of hire or during open enrollment periods.

Training Opportunities

Village employees are encouraged to participate in training opportunities that enhance job skills and knowledge. Based on funding availability, training opportunities may include courses, seminars, and conferences.

Authorization for training is recommended by the Department Director and approved by the Village Manager. Directors are encouraged to plan and budget for staff training accordingly.

If a non-exempt employee is required to attend training sessions, which results in more than forty (40) hours worked in the workweek, including the training and travel, the employee shall be paid overtime or compensatory time at 1.5 hours for each hour over forty.

Staff's time to attend the conference will be treated as hours worked unless all of the following conditions apply: the attendance is outside the employees' shift; the attendance is voluntary; the training is not related to the employee's job; and the employee does not perform productive work while attending the conference.

In any workweek in which an employee attends an approved conference, their schedule will follow the conventional 5-day/8-hours per day schedule.

Education Reimbursement

The Village is committed to the continued success of its employees and encourages advanced education. To assist employees with pursuing higher education, the Village offers tuition reimbursement for approved degree programs or courses of study at accredited educational programs in accordance with Administrative Procedure #HR002.

Consolidated Omnibus Budget Reconciliation Act (COBRA)

The Village provides continuation coverage in accordance with federal law [Public Law 99-272, Title X, as amended, commonly known as COBRA]. COBRA requires that most employers sponsoring group health plans offer employees and their families the opportunity for a temporary extension of health coverage (called "continuation coverage") at group rates in certain instances where coverage under the plan would otherwise end ("Qualifying Events"). Notice of the rights and obligations under COBRA is provided to all employees and their families upon commencement of coverage under the Village's group health plan.

Village employees have the option to continue their medical, dental, and vision insurance plans when a qualifying event would normally result in the loss of eligibility. Some common qualifying events are resignation, termination, divorce, legal separation, and dependent children no longer meet eligibility requirements. COBRA allows the employee to continue coverage under the Village's medical, dental, and vision plans at their own expense for a limited time. Additional program requirements are available from the Human Resources Director.

Performance Management, Disciplinary Action, and Appeals

It is the duty of every employee to make conscientious efforts to work and behave in accordance with the values, service standards, rules, and regulations of the Village and the Department where they work. Each employee is expected to be self-disciplined and to work hard to be the best at what they do.

Performance Management

Performance management is an ongoing cycle of creating a performance plan, observing, documenting performance and behavior, providing feedback, coaching, and mentoring, and finally, evaluating performance to assess trends and plan for the future. The goal of the performance management process is to help employees and leaders achieve the organization's overall vision.

Evaluating and managing employee performance is a continuous and, sometimes, complex process that is the primary responsibility of those holding positions that supervise others.

Managing employee performance has many components, such as:

- Setting goals and objectives to achieve successful performance.
- Evaluating the performance against the goals and objectives of the position.
- Monitoring performance and coaching for improvement.
- Implementing corrective action or discipline.

Performance Evaluation

The evaluation process will allow employee feedback and must be signed by the employee, the supervisor conducting the evaluation (where applicable), the Department Director, Human Resources Director, and the Village Manager.

Employee evaluations will be conducted as follows:

Probationary – Shortly following the completion of an employee's probationary period. The evaluation will recommend continuation of employment, continuation of employment on a probationary status, or release from employment.

Mid-Year – Every employee will be evaluated in March at the midpoint of the Village's fiscal year. Mid-year evaluations are to be completed by the last business day of March unless the Village Manager grants an extension.

End of Year - End-of-year evaluations will be conducted in September and are due on the last business day of the month unless the Village Manager grants an extension. End-of-year evaluations will be used to determine merit-based bonuses or an increase if funding for such is included in the approved budget. Any increase shall become effective on the first day of the first full pay period in the fiscal year. Probationary employees will not receive any evaluation other than probationary, and those elevated to continued employment following the Mid-Year evaluation will not be eligible for a merit-based bonus following their first End of Year evaluation.

Disciplinary Action

Corrective action is typically warranted when an employee is not meeting standards of attendance, performance, or conduct. To implement corrective action, the Village endorses a policy of progressive discipline in which it attempts to provide notice of deficient performance and an opportunity to improve. The Village does, however, retain the right to administer discipline in any manner it sees fit. The Human Resources Director shall be consulted before any formal disciplinary action is taken.

Progressive discipline is a process that is used to address employee performance issues, behavior, and violations of policy and/or procedures. It is called "progressive" because the consequences increase in severity if the employee does not improve. The goal is to help employees understand the problem and give them a chance to improve before moving to more serious consequences.

When an employee is not successful at meeting the requirements of the job, it is the responsibility of the immediate leader and/or the Department Director to mentor, counsel, and discipline employees to correct performance problems.

Forms of Discipline

The Village recognizes the forms of discipline (in order of severity):

Coaching for improvement (verbal warning) - The point of administering any type of coaching in a workplace setting is to change negative behaviors into positive ones. Coaching for performance sets the tone to influence and empower the employee to make the performance or behavioral changes willingly.

Written warnings - A written warning is formal documentation of an incident or violation of policy/expectations. The written warning shall be signed by the immediate supervisor or Department Director, and a copy provided to the employee. A copy must also be kept in the employee's personnel file maintained by the Human Resources Director.

Performance Improvement Plans (PIPs) – A PIP is a detailed description of all areas that an employee is expected to improve, with specific actions the employee is to take and/or complete by certain dates and defined measurable outcomes. A PIP must be written and delivered to the employee by the Department Director or Village Manager. PIPs must be signed by the Department Director, Human Resources Director, and the employee, and a copy given to the employee as well as kept in the employee's personnel file maintained by Human Resources.

Suspension – Employees may be suspended with or without pay by the Village Manager.

Demotion – Reassignment of an employee to a position in a lower grade or at a lower pay rate/salary based upon their inability to perform their current position. Demotion is an option only for employees who have demonstrated satisfactory attendance and conduct.

Termination – Termination should be reserved for the most serious offenses and where employees show an inability to improve their attendance, conduct, or performance. The Village Manager has ultimate responsibility for all terminations.

Types of Offenses

The list includes, but is not limited to, reasons that may require disciplinary action, up to discharge. A violation of any reasonable standard of employment, whether or not specifically listed herein, will result in appropriate disciplinary action, which may include discharge for the first offense, depending upon the seriousness of the offense.

- Willful or repeated violations of State or Federal law or of these policies and procedures.
- Insubordination - Refusal to respond to authority's reasonable request(s) or instruction.
- Misconduct - Behavior not conforming to prevailing standards. Misconduct may include, but is not limited to, the following: Fighting or inflicting bodily harm on another person, gambling, dangerous horseplay, being under the influence or possession of illegal drugs or alcoholic beverages, immoral behavior, smoking in restricted areas, any violent act or language that adversely affects morale, production, or maintenance of discipline. Rudeness or acts of disrespect to members of the public, supervisors, or other employees, on duty or off duty. Employees shall not consume or be under the

influence of alcoholic beverages while on duty, nor shall they use or be under the influence of, consume, or possess illegal substances while on duty, or on Village property at any time.

- Theft or pilfering – Possessing, unauthorized use of, taking, removing, destroying, or tampering with Village property without proper authorization.
- Fraud or Dishonesty – Falsification of Village documents, records, or failure to give complete information for personnel records. Intentionally making false statements, either oral or written, about the Village, other employees, supervisors, oneself, or work situations.
- Absenteeism or abuse of sick leave – Habitual or excessive absence from work, or failure to return to work promptly upon expiration of leave or vacation.
- Tardiness - Failure to report to the assigned workstation on or before the scheduled starting time.
- Leaving assigned work area – Except for emergency reasons or with the supervisor's approval, employees are not to leave their assigned work area.
- Misuse of time – Sleeping or other acts of inattention or neglect of duty. Unauthorized sale of articles or services, distribution or posting of literature, canvassing, polling, or petitioning.
- Abuse of Village policies and procedures – Misuse or abuse of established Village policies such as vacation, sick leave, leave of absence, excused absence, or any rule, regulation, policy, or procedure.
- Safety violations – Unauthorized possession and/or use of weapons, ammunition, or explosives. Failure to observe Village and general safety practices and regulations. Neglect in the safety of others or the committing of unsafe acts in the use and care of Village property or equipment.
- Illegal driving – Driving a private or Village vehicle while on Village business when not possessing a valid Florida driver's permit or liability insurance, in accordance with the Village safety policies.
- Malicious or negligent destruction of property – Willful or malicious destruction of Village property. Damage to property by failing to use proper equipment, care, and good judgment.
- Incompetence or inefficiency – Inability or failure to perform work of an acceptable standard after a reasonable trial and training period.
- Discrimination in employment – Discrimination against an employee or an applicant for employment because of race, color, national origin, sex, religion, creed, sexual orientation, handicap, or age as defined in State and Federal laws.
- Acceptance of unauthorized compensation.
- Misfeasance – The doing of a lawful act unlawfully or improperly so that there is an infringement on the rights of others.
- Possession, use, sale, attempt to sell, or procure any illegal substances on or off Village property, whether on or off duty.
- Use or procurement of alcoholic beverages while on duty. Use of alcoholic beverages while operating or riding in a Village vehicle.
- Discourteous, insulting, abusive, or inflammatory language or conduct toward co-workers or the public.
- Sleeping or hiding during duty hours.

Indictments, Prosecutions, Arrests

It is the responsibility of the Village to maintain a proper workforce. Employees who are arrested, indicted by a Grand Jury, or on whom information has been filed by a prosecuting official shall be given a pre-determined hearing to determine the effect of said action and/or the circumstances surrounding said actions on their employment with the Village, which may result in disciplinary action. If the employee is tried and found guilty and the conviction is not reversed, or he or she pleads guilty to the offense, he or she may be terminated from his or her position in the Village.

Failure to Cooperate in a Job-Related Investigation

As a condition of employment, any Village employee may be required, upon due notice, to cooperate with respect to any job-related hearing or investigation scheduled by the Village, or any person, or body authorized to act on its behalf. This duty of cooperation also extends to any "outside" agency, body or court of law with respect to any job-related matters.

Any employee who refuses to appear at any such hearing or inquiry, or who having appeared fails to answer questions related to the performance of their official job duties will be considered to have resigned from their employment with the Village.

Appeals

An employee may appeal any of the disciplinary actions listed above to the Village Manager within seven (7) calendar days after notice of the disciplinary action. All appeals must be in writing and set forth the reasons why the employee feels the action was not warranted.

Upon receipt of a timely appeal, the Village Manager shall schedule a meeting with the employee and the employee's supervisor and/or Department Director. The Village Manager will hear the appeal and may make further inquiries into the matter. The Village Manager shall make a final decision within three (3) business days and transmit a written copy to the employee via first-class mail to the employee's address on file within three (3) business days.

Employees who are members of the union and covered by the CBA shall follow the appeals procedures identified in the CBA and are not permitted to use the appeals procedure described herein.

Employee Complaint Procedure

Purpose

The purpose of this policy is to assure employees who file claims pertaining to a violation of these policies, as well as Departmental rules and regulations, that those claims will be considered fairly, rapidly, and without reprisal. Disciplinary action is not subject to this section but may be appealed as described in the Disciplinary Action section of the Policy.

Procedure

Step One:

An employee shall present his/her complaint in writing to their Department Director within five (5) business days of the incident. Department Directors shall submit complaints in writing to the Village Manager.

Step Two:

The Department Director shall provide a written response to the complainant within three (3) business days of receiving the complaint.

Step Three:

If the complainant is not satisfied with the response from the Department Director, he/she may ask the Village Manager to review the complaint within seven (7) business days of the response.

Step Four:

The Village Manager shall provide a written response to the complainant within seven (7) business days of receiving the complaint. The matter will be considered closed, and the associated correspondence will be maintained in the employee's personnel file.

Exception:

If the complaint is about the Village Manager or any other person whose official or political position leads an employee to believe that the complaint may be ignored or handled improperly, the individual who experiences or sees any prohibited form of harassment which he/she is required to report may report the conduct to the Village Attorney, who shall see that it is properly processed in accordance with Administrative Procedure #HR001 and kept confidential to the extent possible. Individuals who make complaints have an obligation to assist and cooperate with the Village’s investigation.

Separation from Employment

Resignation

An employee who terminates voluntarily may resign in good standing, provided the employee gives a minimum of two (2) weeks' notice to the Department Director. Department Directors are expected to give a minimum resignation notification of at least thirty (30) days. Under appropriate circumstances, the Director or the Village Manager may approve a shorter notice period.

Resignations shall be submitted in writing, signed by the employee, and provide an effective date. However, an oral resignation may be accepted under certain circumstances. The Department Director or the Village Manager will forward the resignation to the Human Resources Director to be placed in the employee personnel file.

Termination - Fully Vested in Florida Retirement System (FRS)

If an employee resigns and is fully vested in the Florida Retirement System (FRS) Pension Plan and has met the vesting requirements based on hire date (six-year vesting period for employees hired prior to July 1, 2011, or eight-year vesting period for employees hired July 1, 2011, or later), you may be eligible to retire immediately.

If you are in the FRS Investment Plan and have one or more years of creditable service, you are eligible to retire.

Termination - Not Fully Vested in Florida Retirement System (FRS)

Employees participating in the Florida Retirement System (FRS) Pension plan who are approaching retirement should contact an FRS representative to determine their retirement eligibility. Normal retirement eligibility is determined by your age and years of creditable service.

If you are in the FRS Pension Plan, there is a six-year vesting period for employees hired prior to July 1, 2011, and an eight-year vesting period for employees hired July 1, 2011, or later. If you are not vested in the plan, you retain ownership of that service credit, but do not qualify for a future benefit until such time that you accrue a total of six years of creditable service for employees hired prior to July 1, 2011, and an eight-year vesting period for employees hired July 1, 2011, or later (which do not have to be consecutive or with the same employer).

If you are in the FRS Investment Plan, there is a one-year vesting period. If you have less than one year in the plan, you must be re-employed with an FRS participating agency (in a benefits-earning position) within five years to retain ownership of the employer's contributions in your account. If you are not employed with a participating agency within five years, you will forfeit your unvested account balance.

If you are in the FRS Pension or Investment Plan, please contact the MyFRS Financial Guidance line at (866) 446-9377 for distribution/retirement options.

Retirement

Retirement is a voluntary separation from the employment of the Village upon completion of a specified term of service with entitlement to benefits, then in effect from a plan administered by the Village. An employee planning to retire shall advise the Human Resources Director no less than six (6) weeks in advance of the retirement date.

Medical

If disability of any kind is discovered and it impairs the employee's ability to perform the essential functions of the job or makes continuance of the job a direct threat to the safety or welfare of the employee or others,

the Village may request that the employee be examined by a Village-selected physician. The following action shall be taken:

A. An employee may be separated for disability because of a physical or mental impairment when he/she cannot perform the essential functions of the job with reasonable accommodation as determined by the Village. In all cases, the decision to separate must be supported by medical evidence acceptable to the Village Manager. The Village may require an examination at its expense and performed by a physician of its choice.

B. If the employee cannot be accommodated to perform the essential functions of his/her job, the Village may attempt to place the employee in another vacant position that the employee can perform with or without reasonable accommodation.

C. In accordance with the ADA, employees will be provided reasonable accommodation for qualified disabilities, provided the accommodation does not cause undue hardship on the Village as determined by the Village Manager.

D. The Village reserves the right to require an evaluation of an employee to verify their fitness for duty whenever a reasonable belief based on objective evidence exists to question fitness for duty. The failure to cooperate is considered insubordination.

Reduction in Force

The Village may reduce the number of employees because of a lack of funds, shortage of work, the completion of a project, or any other cause not reflective of poor performance by the employee. The duties of any employee separated by a reduction in force may be reassigned to other employees.

Involuntary Separation

Involuntary separation is the termination of employment initiated by the Village. Involuntarily separated employees are not eligible for rehire and will not receive payout of any leave balances.

Death

For record-keeping purposes, separation shall be effective on the date of death. All benefits due to the employee, as of the effective date of separation, will be paid to the beneficiary as designated by the employee on their benefit enrollment forms. Any final wage payments will be made to the beneficiaries listed on the employees' Village-provided life insurance.

Exit Interviews

Separated employees will be given the opportunity to participate in an exit interview electronically during the offboarding process.

Village Property

At the time of separation and prior to receiving final monies due, all records, equipment, uniforms, keys, tools, and other items belonging to the Village in the employee's custody must be turned in to the Department Director. The Director shall acknowledge receipt of such items in writing and submit the certification to the Human Resources Director for the former employee's personnel file. Any monies owed to the Village due to an employee's failure to return Village property may be offset against the employee's final paycheck or may be collected through civil action or criminal charges.

Pay on Separation

Employees who are involuntarily separated from employment with the Village, including probationary employees, are not eligible to receive payment of any accrued benefits, including vacation and sick leave, unless otherwise determined by the Village Manager. Any monies due to the Village may be withheld from final pay at separation. Final payments will be paid in accordance with Florida State Statutes.

Sick Leave Pay Upon Termination

Employees hired prior to September 30, 2018, who are resigning, retiring, or being laid off in good standing from the Village shall be paid for half of their sick leave balance. Employees with an effective date of hire as a full-time employee on October 1, 2018, or after, will not receive payout of accrued sick leave balance.

Sick leave balance payout will be paid in full and made to an employee's beneficiary as indicated on the Village life insurance policy in the event of their death.

Vacation Leave Pay Upon Termination

Accumulated vacation leave will be paid to employees who are resigning, retiring, or being laid off in good standing with the Village. Leave will be paid out at the employee's current rate of pay. Terminated employees may be denied vacation balance payout as determined by the Village Manager.

Vacation leave balance payout will be made to an employee's beneficiary as indicated on the Village life insurance policy in the event of their death.

Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Islamorada, Village of Islands Employee Policies and that I have read it, understand it, and agree to comply with it. I understand that the Village has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the policies at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify these policies. Changes can only be made if approved in writing by the Village Council. I also understand that any delay or failure by the Village to enforce any rule, regulation, or procedure contained in the policies does not constitute a waiver on behalf of the Village or affect the right of the Village to enforce such rule, regulation, or procedure in the future.

I understand that neither these policies nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Village representative, I am employed "at-will" (to the extent permitted by law), and these policies do not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized Village representative) or a collective bargaining agreement that conflicts with the terms of these policies, I understand that the terms of the employment agreement or collective bargaining agreement will control.

These policies are not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA). These policies are not intended to violate any local, state, or federal law. No provision or policy applies or will be enforced if it conflicts with or is superseded by any requirement or prohibition contained in federal, state, or local law or regulation. Furthermore, nothing in these policies prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to, or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), Securities and Exchange Commission (SEC), or any other federal, state, or local agency charged with the enforcement of any laws.

These policies supersede any previous policy statements, whether written or oral, issued by Islamorada, Village of Islands.

If I have any questions about the content or interpretation of these policies, I will contact Human Resources.

_____ _____

Signature Date

_____

Print Name

APPENDIX

Personnel Policies Updates

REVISION 1

Related Section	Revision/Addition	Comments
Holidays	Revision	Add “Floating Holidays” - Page 31
Vacation	Revision	Revised accrual – from “days” to “hours” per year. Added language to “frontload” vacation bank with prorating for hire and termination. Page 32.
Outside Employment/Contractual Relationships	Revision	Revised to include self-employment and disciplinary sanctions. Page 9-10

Editorial Change Log

The following table summarizes the minor editorial updates made to improve clarity, consistency, grammar, punctuation, and readability without changing the policy's intent.

Section	Original Issue	Revision Made	Change Type
Code of Conduct – Compliance with Public Records Act	Wording around storage/destruction was awkward	Clarified records-storage language	Clarity
General Policies – Use of Village Vehicles	Sentence about license loss/suspension was awkward	Clarified notification requirement	Clarity
Compliance – Sexual Harassment	Grammar issue: “will treat as if”	Changed to “will be treated as if”	Grammar
Paid and Unpaid Leaves – Workers’ Compensation	Sentence contained minor grammar issues	Cleaned up grammar and title usage	Grammar / consistency
Compliance – Reporting Discrimination and/or Harassment	Redundant / awkward investigation phrasing	Simplified wording for clarity	Grammar / readability
Recruitment and Appointment – Applications	Screening paragraph needed cleanup	Improved grammar and flow	Grammar / readability
Work Hours and Pay – Attendance	Sentence structure around absence/tardiness was awkward	Revised for clarity	Grammar / readability

Work Hours and Pay – Remote Work	“Village wide” formatting inconsistent	Corrected to “Village-wide”	Grammar / style
Paid and Unpaid Leaves – Administrative Leave	Legal term misspelled: “nolo contendre”	Corrected to “nolo contendere”	Spelling / legal terminology
Benefits – COBRA	HR title reference inconsistent	Standardized to “Human Resources Director”	Terminology consistency
Code of Conduct – Ethical Guidelines	Inconsistent department/title references	Standardized references to Human Resources and Department Director	Terminology consistency
Compliance – Sexual Harassment	“Department Head” terminology inconsistent	Replaced with “Department Director”	Terminology consistency
Compliance – Sexual Harassment	Reporting sentence used inconsistent title language	Standardized reporting reference to Department Director	Terminology consistency
Employee Complaint Procedure	“Director / Department Head” title references varied	Standardized to “Department Director” where appropriate	Terminology consistency
General Policies – Drug-Free Workplace	Reference to HR page was inconsistent	Standardized to “Human Resources page”	Terminology consistency
Global terminology cleanup	Mixed references to HR office/department	Standardized selected uses to “Human Resources”	Terminology consistency
Global terminology cleanup	Mixed references to “Department Head,” “Director,” etc.	Standardized selected instances to “Department Director”	Terminology consistency
Paid and Unpaid Leaves – Family and Medical Leave	HR page reference inconsistent	Standardized to “Human Resources page”	Terminology consistency
Paid and Unpaid Leaves – Workers’ Compensation	Title inconsistency: “Human Resources Manager”	Changed to “Human Resources Director”	Terminology consistency

Work Hours and Pay – Attendance	HR terminology inconsistent in accommodation sentence	Standardized to “Human Resources”	Terminology consistency

Council Communication

To: Mayor and Village Council
From: Vince Tarves, IT Director
Date: August 20, 2026
SUBJECT: **Resolution Approving the Rankings and Vendor Selection for RFP 26-07 – Council Chamber Broadcast & Audio/Visual System Hardware Refresh TAB 6**

Background:
The Council Chamber at the Founders Park Community Center serves as the primary venue for Village Council meetings, public hearings, workshops, and other official public meetings. These meetings are recorded, livestreamed, and broadcast on the Village's cable television channel, making the Council Chamber's broadcast and audio/visual system an essential component of the Village's commitment to transparency and public engagement.

Much of the existing broadcast and audio/visual equipment has reached the end of its useful life. Several critical components are no longer supported by the manufacturer, replacement parts have become increasingly difficult to obtain, and the system has become more difficult and costly to maintain. Replacing the equipment now will improve system reliability, enhance the quality of audio and video for both in-person and remote viewers, simplify operation for staff, and provide a modern platform that can be supported for many years.

Analysis:
On June 4, 2026, the Village issued Request for Proposals (RFP) 26-07 to solicit proposals from qualified firms to provide a complete hardware refresh of the Council Chamber broadcast and audio/visual production system located at the Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida 33036 (the "Project"). RFP 26-07 was issued in accordance with Section 2-327(b) and (c)(4) of the Village Purchasing Guidelines and was publicly advertised through DemandStar, on the Village website, on the Village's Facebook page, and in Keys Weekly. Addenda Nos. 1, 2, and 3 were issued during the solicitation period to address vendor questions and clarify project requirements.

The Village received three responsive proposals by the July 8, 2026 submission deadline. The proposals, including the respective cost proposals, are available for review through the Village's CivicClerk Public Meeting Portal. An Evaluation Committee consisting of IT Director Vince Tarves, AV Technician Frank Meulenberg, and Park Office Coordinator Alicia Mote evaluated each proposal during a publicly noticed meeting held on July 15, 2026. The Summary Minutes of the Evaluation Committee meeting are attached as Exhibit "B."

Each evaluator independently scored the proposals using the evaluation criteria established in the RFP. The maximum possible committee score was 330 points. Following the evaluation, the Committee unanimously ranked Encore Broadcast Solutions as the highest-ranked

proposer and recommends award of the Project.The final evaluation results are summarized below.

Rank	Proposer	Score	Proposed Cost
1	Encore Broadcast Solutions	293	$85,481.45
2	Apertav	196	$94,965.00
3	Solotech	193	$151,429.45

Encore Broadcast Solutions received the highest evaluation score while also submitting the lowest-cost proposal, providing the best overall value to the Village. Encore Broadcast Solutions' proposal, including its cost proposal, is attached as Exhibit "A."

Budget Impact:
The total amount of the selected proposal is $85,481.45.

Funding for this Project is available within the FY 2025-2026 Capital Projects Budget for the Information Technology Department. The Resolution authorizes expenditures in an amount not to exceed $90,000, providing sufficient budget authority to complete the Project, including any minor adjustments that may be required during implementation.

Staff Impact:
Village staff would move forward with finalizing the terms of an Agreement with the selected vendor. Village staff, led by the IT Director, would communicate with the selected vendor to coordinate the services, and the Village Finance Department and Project Manager would track expenditures.

Overall staff impact is expected to be limited. Per the selected vendor's proposal, installation, commissioning, and training are anticipated to take approximately three to four working days, during which the IT Director and/or AV Technician would remain available to coordinate with the vendor and respond to questions as needed. Coordination beyond the installation window is expected to be light and intermittent.

Recommendation:

It is recommended that the Village Council adopt the proposed resolution approving the final rankings and recommendations of the Committee and authorizing the Village Manager and Village Attorney to enter into an agreement with the vendor for the requested project.

Attachments:
1. Resolution_RFP 26-07 Council Chamber Equipment Upgrade_JQ
2. Exhibit A: Encore Broadcast Solutions Proposal
3. Exhibit B: Minutes-evaluation_committee_RFP_26-07
4. Alternate Proposal Not Selected - Apertav
5. Alternate Proposal Not Selected - SoloTech

RESOLUTION NO. 26-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE EVALUATION COMMITTEE FOR REQUEST FOR PROPOSALS (RFP) 26-07, COUNCIL CHAMBER BROADCAST & AUDIO/VISUAL SYSTEM HARDWARE REFRESH; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, The Council Chamber at the Founders Park Community Center serves as the primary location for Village Council meetings, public hearings, workshops, and other official public meetings that are recorded, livestreamed, and broadcast to the public; and

WHEREAS, The Village's existing broadcast and audio/visual production system has reached the end of its useful life. Several critical components are no longer supported by the manufacturer, replacement parts have become increasingly difficult to obtain, making a complete hardware refresh necessary to maintain reliable public meeting broadcasting services; and

WHEREAS, On June 4, 2026, the Village issued Request for Proposals (RFP) 26-07 to solicit proposals from qualified firms to provide a complete hardware refresh of the Council Chamber broadcast and audio/visual production system located at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida 33036 (the "Project"); and

WHEREAS, RFP 26-07 was issued in accordance with Sec. 2-327(b) and (c)(4) of the Village's Purchasing Guidelines in the Village Code of Ordinances; and

WHEREAS, the Village received a total of three (3) responsive proposals in connection with

RFP 26-07 following the advertisement period; and

WHEREAS, the Village Manager established an Evaluation Committee (the "Committee") to review responsive proposals and make a recommendation to the Village Council for the selection of a Contractor to complete the Services; and

WHEREAS, the Committee reviewed the three responsive proposals received using the selection criteria detailed in RFP 26-07 and recommends selection of the highest-ranked proposal from Encore Broadcast Solutions ("Encore") for completion of the Project for an amount not to exceed Ninety Thousand Dollars and Zero Cents ($90,000.00); and

Commented [JQ1]: Is this the full legal name of the entity? Or is it a LLC. We should use the full legal name from their submission, whether it be LLC, Corp. Inc., etc.

Commented [VT2R1]: That is the legal name

WHEREAS, the Village Council finds that approval and selection of Encore for the Project is in the best interest of the Village and its residents.

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

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

Section 2. Approval of Selection. The Village Council hereby approves of the ranking of the proposals as provided by the Committee and approves the selection of Encore to complete the Project.

Section 3. Authorization of Village Officials. The Village Manager or designee and the Village Attorney are authorized to negotiate an Agreement with Encore on behalf of the Village.

Section 4. Execution of Agreement. The Village Manager is authorized to execute an Agreement with Encore on behalf of the Village, to execute any other required documents to implement the terms and conditions of the Agreement, and to execute any extension or

amendments to the Agreement, subject to approval as to form and legality by the Village Attorney. If such negotiations are unsuccessful, then the Village Manager or designee and the Village Attorney are authorized to negotiate and execute an agreement with the second ranked contractor.

Section 5. **Authorization of Fund Expenditures.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is hereby authorized to expend budgeted funds for the Services.

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

Remainder of the page intentionally left blank.

Motion to adopt by _____, seconded by _____.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

_____
DON HORTON, MAYOR

ATTEST:

_____
MARNE MCGRATH, VILLAGE CLERK

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

_____
JOHN J. QUICK, VILLAGE ATTORNEY

Response to Proposal: Council Chamber Broadcast & Audio Visual System Hardware Refresh- RFP 26-07

Encore Broadcast Solutions is pleased to provide an A/V integration and plan for the A/V System Hardware Refresh.

Encore Broadcast Solutions is the leading A/V integrator for County and City Chambers in the State of Florida. Over 20 County Chambers including Miami Dade, Broward & Martin Counties and over 20 cities including Port St. Lucie, Fort Pierce, Lakeland, Tampa, Sarasota, and of course Islamorada. We have over 30 years servicing the Florida marketplace with an excellent reputation for devising effective and creative A/V solutions in the State and Local Government installations.
Our company is most familiar with your operation, and this will allow us to understand your requirements and how to achieve your objectives. Please note also that our Company is one of the few authorized resellers for both Cablecast/Tightrope and Link Electronics, two areas that are critical to your system. We can provide the necessary support for these products.

Total Staff for this Project (4)
David Quinn: Account Manager
Joe Masotti: Digital Systems Manager
Nick Jones: Chief Engineer
Edwin Gonzalez: Lead Installer

Similar Projects Completed:
City of Lakeland Council Chamers- Total A/V refresh integration, included new audio system, new cameras, display and control systems. Project over 225K

Martin County: Full A/V integration over a four- year period, recently completed new audio system in Council Chambers recently this year. Integration total over 150K

Encore Broadcast Solutions has three offices to serve you:

TAMPA, FL

Office: 813.253.2774
Fax: 813.254.5907

ORLANDO, FL

Office: 321.262.6541
Fax: 813.254.5907

BRIDGEPORT, AL

Office: 423.544.1821
Fax: 813.254.5907

www.encorebroadcast.com
"Experience Empowering Excellence"

City of Fort Pierce: Full Upgrade of Control System hardware, including upgrade of Cablecast/Tightrope System. 50K Project.

Miami Dade County Council Chamber: Full A/V System Upgrade, included new projector displays, new audio control system, new video distribution system and Extron Room Control system. Total Project Cost: 282K.

3 Reference Clients

1. Martin County BOCC- Full Audio Install (Dante based) of Council Chambers- April 2026

   Contact: William Folkes- MCTV Manager

2410 SE Monterey Rd, Stuart Florida 34996, Phone (772) 288-5954, e-mail: wfolkes@martin.fl.us

2. Broward County BOCC, Camera Install of Chambers, April 2026
   Contact: Michael Jorgensen-A/V Program Manager 115 S. Andrews Avenue Fort Lauderdale Fl. 33301, Phone (954) 357-6002, e-mail: mjorgensen@broward.org

3. St. Lucie County BOCC, Camera Install, October 2025
   Contact: Mike Claus SLCTV Coordinator, 2300 Virginia Ave. Fort Pierce, Fl. 34982
   Phone (772) 462-6410, e-mail: MikeClaus@stlucieco.gov

   Project Approach:
   Upon receiving the order, the project Team will conduct a meeting either in person or by phone to discuss objectives and review current system. We have and will provide the as-built AV drawing as reference for I/O and Signal Flow.
   Upon starting the install, we will uninstall the cameras, check current wiring and replace if necessary. At this time, we will work in the Control Room, uninstalling the current Broadcast PIX Switch, the current Cisco Network Switch and the new Aja components. The Tightrope System will also be replaced. All inputs will be sent to the new Aja KUMO

router, and distributed to the proper in and out points. Re-wiring of all components will be conducted at this time. Once wiring is complete, special attention will be paid to the new switcher, the new Network Switch and the Tightrope System.
All necessary files from these components will be transferred to the new system.
Encore will work closely with Cablecast/Tightrope for a smooth transition for on-recording and playout. A thorough review of the new Broadcast PX Switcher and Panel with training will be conducted by the Encore Team to review new feature sets. Also the PTZ control of the new cameras will be tested and reviewed.
At the conclusion of the install, a full commission of the entire system will be check and new A/V as-built drawings will be supplied and reviewed.

Product Review:

Cameras – Suggestion from client- replaced with 5 Panasonic AW-UE

Agreed, Cameras will be meet all specifications required

Production Switcher: Suggestion from client to be replaced, agreed will provide and

Install the Broadcast PIX MX Hyrid Upgrade and a new Broadcast PIX ONIX U/G Control

Panel to meet or exceed customer requirements.

SDI Router: Suggestion from client, replace with a new 16X16 3G Router. We have suggested and propose the Aja Kumo 16X16 12G router. Although your system is totally 3G in order to future proof the system, a system that can handle 12G or 4K inputs is our recommendation.

Frame Sync/Converter- to replace the current FS1 system. Encore recommendation: replace with the FS4 with 12G capability. Rational same as with the router, to help future-proof the system.

Sync Generator- Currently the AJA GEN10 is installed. Recommendation to replace with new AJA Gen 10.

Broadcast Player/Cable Server- Customer requests to replace current system with the Violite 800 with CG software. We recommend the Violite 900 as the 800 is discontinued with the CG server software. New system will meet all requirements requested by the client.

Network Switch Cisco- Client currently has the Cisco SG300-P, we are recommending as a replacement the Netgear Professional GSM42448PX network switch. Our rationale is that Cisco support is not reliable and Netgear has made a concerted effort to work with and address the A/V marketplace with their Professional lineup. We recommend a 40-port Gigabit Swith with POE+ compatible with Dante audio over IP multicast and VLAN configuration.

SDI to HDMI converters, currently 3 Aja Hi5 Plus, will replace with new Aja Hi5 Plus.

HDMI to SDI converters currently AJA HA5-Plus, replace with a new Aja HA5-Plus

SDI Distribution Amplifier- currently the AJA 3GDA, will replace with a new Aja 3GDA

Program Audio: Customer requests 2 new speakers, suggestion the QSC AD-S10T with QSC YMS10T yoke. Agreed and supplied a good match for your current system.

Items to be retained and integrated in the new system:

Power Amplifier, Aja Helo Plus, Rack Monitors, and HDMI to SDI Extron scaler.

Cost Proposal: We have provided an itemized cost proposal at $85,481.45, we will provide a not to exceed number over $90K.

Timeline:

Our anticipated timeline for the installation to be completed include commissioning and Training will approximately be 4 Working Days, 9-6PM

Warranty: All equipment will have a minimum of 3 years warranty.

Manufacturer's Warranties traditionally do not cover on-site repair. However Encore will provide telephone support and on-line service for three years at an additional charge itemized in our quote.

This document addresses the issues of the Village of Islamorada requested in your RFP.

We are honored to be consider for this integration project and would like nothing better than to continue working with the Village.

Respectfully Submitted,

David W. Quinn 7/7/25

David Quinn

Account Manager

Encore Broadcast Solutions

321-262-6514

e-mail: dquinn@encorebroadcast.om

Islamorada, Village of Islands, Florida

REQUEST FOR PROPOSALS

COUNCIL CHAMBER BROADCAST & AUDIO/VISUAL SYSTEM HARDWARE REFRESH (RFP 26-07)

Issue Date: June 4, 2026

Islamorada, Village of Islands (the "Village"), will receive formal proposals from qualified proposers to provide a proposal for a full hardware refresh of the Council Chamber broadcast and audio/visual production system at the Islamorada, Village of Islands Council Chambers, located at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida 33036. (the "Project"). Formal proposals will be accepted until **3:00 p.m. Local Time on July 8, 2026.**

Interested proposers must submit sealed proposal packages by certified mail or in person to:

Islamorada, Village of Islands
Attn: Village Clerk
86800 Overseas Highway
Islamorada, Florida 33036

To be eligible for selection consideration, a submittal package must contain all documentation detailed in Section VIII of this document. Proposers must submit one (1) original printed package and three (3) printed copies, and one (1) electronic copy provided by email attachment or cloud storage link. The printed documents shall be enclosed in a sealed envelope and be plainly marked on the upper left-hand corner with the name and address of the contractor and bear the following title: Islamorada, Village of Islands **"Council Chamber Broadcast & Audio/Visual System Hardware Refresh (RFP 26-07)."**

The electronic copy should be identical to the original printed package in natively converted PDF format and include "RFP 26-07" in the document title. Submit the electronic document or link to the cloud storage site via email to bids@islamorada.fl.us **within 24-hours after 3:00 p.m. Local Time on July 8, 2026. Do not submit an electronic copy prior to bid closure.**

It is the sole responsibility of proposing firms to ensure that their submittal is received in a timely manner. Any proposal package submitted past the deadline and/or submitted to other locations or offices shall be deemed non-responsive and will be rejected. At the sole discretion of the Village, an exception to the submittal deadline may be made for emergency conditions affecting Islamorada.

The issuance of this RFP does not obligate the Council to award a contract or to pay any costs incurred in preparation of proposals responding to this RFP.

I. CONE OF SILENCE NOTICE

A "Cone of Silence" is hereby imposed prohibiting communications in connection with this bid or the Project. The Cone of Silence shall be in effect from the time of issuance of this bid through the time the services or Project procured through this bid are formally awarded through the approval of the Village Council.

Any communications regarding this bid or the Project between: a potential Proposer or Firm, including any person acting on a Proposer's behalf, and the Village Council members, Village staff, including the Village Manager and his staff, Village employees and consultants, and any member of the Village's Evaluation Committee are prohibited.

Duration of Cone of Silence. The Cone of Silence shall terminate upon approval of the contract by the Village Council.

Exceptions to Applicability. The provisions of this Cone of Silence shall not apply to:

1. Oral communications at scheduled pre-proposal conferences or meetings.
2. Formal oral presentations or interviews before the Evaluation Committee as requested by the Evaluation Committee and publicly noticed in advance.
3. Public presentations made to the Village Council members during any duly noticed public meeting.
4. Communications in writing at any time with the Village Clerk, designated responsible for administering the procurement process for this bid document, provided the communication pertains to matters of process or procedure set forth in this bid document, unless specifically prohibited by this bid document.
5. Duly noticed site visits during the time period between the opening of Proposals and the time the Village Council considers the final selection and award of the Proposals.
6. Written questions or requests from Proposers for clarification or information in this bid document to the Village Clerk or the contact provided in Section III of this document, responses to the Proposer's questions or requests for clarification or additional information, and Addenda issued by the Village to this bid document.
7. Contract negotiations.
8. Communications solely with the Village Attorney.

Penalties. Violation of this Cone of Silence by a particular Proposer or Firm, Firm members or personnel, shall render any Proposal submitted in response to the bid disqualified.

Questions Regarding the Cone of Silence. Please contact the Village Clerk with any questions concerning compliance with the Cone of Silence.

II. PUBLIC ENTITIES CRIMES ACT

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to the Village, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Village, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Village in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months form the date of being placed on the convicted vendor list. Violation of this Section by the contractor shall result in rejection of the bid, termination of the contract and may cause contractor debarment.

III. INQUIRIES FOR CLARIFICATION

All inquiries and requests for clarification or interpretation regarding this Request for Proposals (the "RPF") shall be made in writing to the attention of the Procurement and Capital Assets Administrator by mail to 86800 Overseas Highway, Islamorada, Florida 33036 or by email to stefanie.peel@islamorada.fl.us **no later than June 26, 2026.**

The Village shall issue appropriate addenda as necessary via DemandStar at https://www.demandstar.com and on the Village's website at http://www.islamorada.fl.us. No oral change or interpretation of the provisions contained in this RFP is valid. Written addenda shall be issued when changes, clarifications or amendments to the Request for Proposals document are deemed necessary. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

IV. MANDATORY PRE-BID MEETING

A mandatory pre-bid meeting for this RFP will be held at 1:00 p.m. local time on June 16, 2026**,** at the Founders Park Community Center, located at 8700 Overseas Hwy., Islamorada, FL 33036. Attendance at the pre-bid meeting is mandatory.

V. PURPOSE

The purpose of this RFP is to solicit sealed cost proposals from Florida licensed construction contractors to provide the materials and services for a full hardware refresh of the Council Chamber broadcast and audio/visual production system at the Islamorada, Village of Islands Council Chambers, located at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida 33036 also referred to herein as the "Project". Proposals are requested from Contractors that have a demonstrated ability to perform the tasks identified in the Scope of Services and Deliverables in this RFP.

VI. OBJECTIVES

The objective of this RFP is to enter into an Agreement with a Florida licensed construction contractor who shall furnish all necessary expertise, personnel, tools, materials, equipment, supervision, timely and responsive timeframe to construct the Project. The specific services to be provided and performed are described in Section VIII, Scope of Services.

The successful proposer shall perform the services under the awarded agreement as an independent contractor, and nothing contained in this RFP or the awarded agreement shall be construed to be inconsistent with this relationship or status. Nothing in the awarded agreement shall be interpreted or construed to constitute the successful proposer or any of its agents or employees to be the agent, employee, or representative of the Village.

VII. BACKGROUND AND HISTORY

The Village is a municipality located within the Florida Keys and is comprised of four (4) islands spanning 18 miles. The population is approximately 7,272, and the Village has about 115 full-time employees. As a Florida municipality, the Village must operate within the guidelines of Florida Statutes relating to public records, public meetings, and Sunshine laws. The Village undergoes an annual financial audit pursuant to Florida Statutes. Additionally, the Village must follow the guidelines of its purchasing ordinance when purchasing capital, supplies and services.

Islamorada, Village of Islands operates a Council Chamber that serves as the primary venue for Village Council meetings, public hearings, and other official government proceedings. The chamber's broadcast and audio/visual infrastructure is used to record, stream, and broadcast these meetings to the public via live internet streaming and local cable access channel.

The existing system has reached end-of-useful-life and requires a comprehensive hardware refresh. The five (5) existing Panasonic AW-HE40SW PTZ cameras are a primary driver of this Project: these units are discontinued and no longer manufacturer-supported, and the precision pan/tilt drive motors have aged to the point where mechanical failure during a live public meeting represents a realistic and increasing risk. Camera replacement is therefore driven principally by motor reliability concerns, with improved resolution as an additional benefit of the upgrade. The existing Cisco SG300-28PP managed network switch, which carries DANTE audio-over-IP traffic, PTZ camera control, streaming appliance communications, and broadcast automation data, has been discontinued by Cisco with no further firmware updates or manufacturer support, presenting a reliability concern addressed by its replacement under this Project.

VIII. SCOPE OF SERVICES

1.0 GENERAL SCOPE AND DELIVERABLES

The CONTRACTOR shall provide all labor, materials, equipment, and services necessary to complete the following scope items:

GENERAL REQUIREMENTS

- Supply and install complete hardware refresh of the Council Chamber broadcast and audio/visual production system.
- All equipment shall be new, current-production, and supplied with full manufacturer warranties.
- The VILLAGE encourages CONTRACTORs to propose innovative, complete solutions that meet the operational outcomes described in this RFP. This system was last refreshed approximately eight (8) years ago; **the VILLAGE is open to modern approaches, architectures, and technologies that may differ from the reference equipment listed, provided the proposed system delivers equivalent or improved capability. Not all listed equipment is required if a proposed solution achieves the same result through different means**. Reference models are provided for context only and do not limit the scope of proposals. All proposals shall clearly describe the proposed system and justify how it meets the operational requirements.
- A mandatory pre-proposal site visit to the Council Chamber at Founders Park Community Center, 87000 Overseas Highway, is required for all prospective CONTRACTORs. Proposals submitted without a confirmed site visit will be deemed non-responsive. The site visit will allow CONTRACTOR to assess existing rack infrastructure, cabling pathways, camera mounting locations, equipment room layout, and the configuration of the existing audio system prior to submitting a Proposal.
- All installation, cabling, and commissioning work shall be performed exclusively during periods between regularly scheduled Village Council meetings, on dates mutually agreed upon in writing prior to commencement of work.
- Proposals shall include a complete itemized equipment list with a brief functional justification for each proposed component. Any equipment not explicitly listed in this RFP that a vendor considers necessary to deliver a complete and operational system shall be clearly identified and explained in the Proposal narrative.
- Obtain all required permits. The Village will waive any permitting and inspection fees associated with this Project.
- All work must comply with applicable building codes.

EXISTING SYSTEM & MINIMUM REPLACEMENT REQUIREMENTS

The Council Chamber broadcast system currently installed equipment is documented in Exhibit A (Rack Elevation & Equipment List). The following table identifies each system component by its currently installed unit and defines the minimum functional requirements for its replacement. CONTRACTOR may propose the reference models listed that meet or exceed the stated capabilities. Any proposed alternative shall be clearly identified in the Proposal with a side-by-side specification comparison demonstrating equivalency. The VILLAGE reserves the right to accept or reject any proposed alternative.

Existing Equipment / System Component	Minimum Replacement Requirements
Production Switcher Broadcast Pix Slate 100 (currently installed)	Replace the existing Broadcast Pix Slate 100 with a capable HD/SD live production switcher supporting multi-camera production and PTZ camera preset recall from the control surface. The VILLAGE is open to alternative switcher platforms. Reference model: Broadcast Pix MX Hybrid Upgrade or equivalent.
SDI Router AJA KUMO 1616 (currently installed)	Replace with a 16x16 (minimum) 3G-SDI router with a dedicated hardware control panel.
Frame Sync / Converter AJA FS1-X (currently installed)	Replace with a 1-channel HD/SD advanced frame synchronizer and up/down/cross-converter with MADI audio support and motion-adaptive linear frame rate conversion.
Sync Generator AJA GEN 10 (currently installed)	Replace with an SD/HD/AES sync generator compatible with the proposed router and production switcher.
PTZ Cameras (x5) Panasonic AW-HE40SW (currently installed)	Replace all five (5) with PTZ cameras meeting minimum specifications listed under VIDEO CAMERA REQUIREMENTS. Reference model: Panasonic AW-UE50WPJ.
Broadcast/Cable Server Tightrope Flex Lite – Cablecast (currently installed)	Replace with a 2-channel configurable SD/HD SDI encode/decode multi-format server with a minimum of 8TB storage, fully compatible with the existing Cablecast broadcast scheduling platform including automation, video, and CG server software. Minimum 3-year hardware warranty. Reference model: Tightrope CBL-VIOLITE-800.
Network Switch Cisco SG300-28PP (currently installed)	Replace with a 28-port (minimum) gigabit PoE+ managed switch, compatible with DANTE audio-over-IP multicast and VLAN configuration. Reference model: Cisco SG300-28PP-K9-NA.
SDI-to-HDMI Converters (currently installed: equivalent units)	Supply minimum three (3) 3G-SDI to HDMI converters with PsF to P support as required for signal format conversion to HDMI displays. Reference model: AJA Hi5 Plus.

HDMI-to-SDI Converters (currently installed: AJA HA5-Plus x1)	Supply as required. Vendor shall identify in the Proposal the specific source, destination, and signal path purpose of each unit proposed. Reference model: AJA HA5-Plus.
Analog Distribution Amplifiers (currently installed: AJA C10DA x1)	Supply as required. Vendor shall identify in the Proposal the specific source, destination, and signal path purpose of each unit proposed. Reference model: AJA C10DA.
SDI Distribution Amplifier (currently installed: AJA 3GDA x1)	Supply as required. Vendor shall identify in the Proposal the specific source, destination, and signal path purpose of this unit. Reference model: AJA 3GDA.
Program Audio Loudspeakers (new addition)	Supply two (2) passive 10" 2-way surface-mount loudspeakers for permanent installation as primary program audio mains. Units shall be driven by the existing AME VLP300 amplifier system; active or self-powered alternatives require justification. Reference model: QSC AD-S10T with QSC YMS10T yoke mounts,.
Power Amplifiers (Optional Assessment) AME VLP300 x3 (currently installed — front, middle, rear zones)	Currently functional; not included in the base replacement scope. CONTRACTOR shall assess amplifier condition during the mandatory pre-proposal site visit and include optional replacement pricing in the Proposal only if replacement is recommended.
Recording/Streaming Appliance AJA HELO Plus (currently installed)	Currently retained; may be retained or replaced at CONTRACTOR's discretion. If retained, all proposed equipment shall be capable of full integration via SDI, HDMI, and/or network control. If CONTRACTOR determines the existing unit cannot achieve full integration with the proposed system, replacement pricing shall be included as a clearly identified optional line item in the Proposal.
Rack Monitors Marshall QVW-170B-3G and V-R1012-IMD-3GTE (currently installed)	Currently retained; may be retained or replaced at CONTRACTOR's discretion. All proposed signal routing and distribution equipment shall support the signal formats (HDMI and 3G-SDI) required to feed these monitors. Any signal format compatibility considerations shall be noted in the Proposal.
HDMI-to-SDI Scaler (Control Booth) Extron	May be retained or replaced. Currently in use as part of the control booth presentation PC signal chain (PC HDMI output → scaler → SDI router → production switcher). CONTRACTOR shall verify condition and integration

DSC-HD-3G (currently installed)	during the site visit and include replacement or alternative pricing as an optional line item if applicable.

Exhibit A provides a detailed visual representation of what is currently installed with notes of modifications. Exhibit B provides a general camera layout for the Founders Park Community Center. Exhibit C outlines required capabilities for requested equipment.

EXCLUSIONS

The following items are expressly excluded from this Scope of Work unless otherwise negotiated by written amendment to this Agreement:

- Structural modifications to the Council Chamber, including wall openings, ceiling penetrations, or conduit installation requiring building permits (unless otherwise agreed in writing).
- Upgrades to the Village's wide-area network (WAN), internet service provider (ISP) connection, or any network infrastructure outside of the isolated broadcast LAN segment; all work affecting the Village's broader network requires separate coordination with and approval from the Village's IT Director.

2.0 NOTICE AND SCHEDULING

Notice to proceed shall be provided to the selected contractor through the Village's issuance of a Purchase Order after all approvals are in place and Agreement is fully executed. The Village or their designee shall coordinate with the contractor to approve the specific schedule for the work.

3.0 PERMITS AND INSTALLATION

The successful proposer is responsible for obtaining all permits required to complete the scope of work, including those from the Village and permits from state and federal agencies if required. Contractor will also be responsible for obtaining/ordering inspections and closing out related permits. All services provided by the contractor shall be consistent with best industry practices, meet all applicable federal, state, and local standards and follow all manufacturer's recommendations. If plans, surveys or other documents for permitting are required, the successful proposer is responsible to coordinate and obtain needed permit application documents.

3.0 SUPPLIES, EQUIPMENT AND WARRANTIES

The successful proposer is responsible for furnishing all necessary labor, supervision, tools, parts, materials, and equipment required to complete the project. The contractor shall provide a minimum one-year warranty for all equipment, infrastructure, amenities, and fixtures installed.

IX. ELIGIBILITY CRITERIA

To be eligible for selection consideration, interested proposers must submit proposals in the manner directed on the first page of this RFP document.

Proposals must contain the following information:

1. *Cover Letter to include the following information:*
   a) a statement explaining why the proposer believes itself to be qualified to perform the engagement,
   b) the total number of professional staff that would be assigned to complete the Project,
   c) examples of similar projects completed,
   d) at least three (3) clients for whom the proposer has completed similar projects within the last two (2) years. The references should include the name, address, telephone number and email address of a contact person for each reference cited,
   e) an authorized agent of the contractor must sign the Cover Letter indicating the agent's title or authority.

2. *Project Approach:* Provide a detailed description of the methodology to be used and how tasks will be organized to complete the Project.

3. *Cost Proposal:* Provide a complete proposed fee schedule or not-to-exceed cost to complete the Scope of Services. The cost proposal must include a statement that the proposal remains in effect for ninety (90) days.

4. *Timeline:* A proposed timeline to include the contractor's best estimate of the number of calendar days to complete the Project should be included in the proposal package.

5. *Warranty:* Provide written acknowledgement of warranty to be provided for all equipment installed.

6. *State and Local Authorization to Transact Business:* Submit proof of authorization from the Secretary of the State of Florida to transact and conduct business in the State of Florida. The successful proposer must be fully licensed and certified in the State of Florida at the time of submittal for the type of services to be rendered.

   Upon award of the Project, the successful proposer shall provide proof of authorization from Monroe County to transact and conduct business in Monroe County. The successful proposer must also register as a contractor with the Village prior to performing any work.

7. *Signed Contract Documents:* Submit the completed and signed contract documents titled SUSPENSION AND DEBARMENT, CERTIFICATION REGARDING LOBBYING, and ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS.

8. *Appendix A:* Submit the completed and signed Appendix A acknowledging receipt of Addenda.

X. INSURANCE FOR AWARDED CONTRACT

1.0 Insurance: The successful proposer shall be responsible for all necessary insurance coverage as indicated below. Certificates of Insurance must be provided to Village within fifteen

(15) days after award of contract, with Village Council listed as additional insured as indicated. If the proper insurance forms are not received within the fifteen (15) day period, the contract may be awarded to the next highest ranked contractor. Policies shall be written by companies licensed to do business in the State of Florida and having an agent for service of process in the State of Florida.

Worker's Compensation	Statutory Limits
Employers' Liability Insurance $1,000,000 Disease, policy limits $1,000,000 Disease each employee	$1,000,000 Accident
General Liability, including Premises Operation Products and Completed Operations Blanket Contractual Liability Personal Injury Liability Expanded Definition of Property Damage	$1,000,000 Combined Single Limit
Vehicle Liability (Owned, non-owned and hired vehicles)	$300,000 per Occurrence $300,000 Combined Single Limit

Contractor shall obtain all necessary endorsements to support these requirements.

The insurance provided by the contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Village shall be excess of, and shall not contribute to, the insurance provided by proposer.

The insurance maintained by the contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. The contractor shall pay on behalf of the Village or the Village's council members, officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the Village or the Village's council, officials, officers, agents and employees.

Compliance with these insurance requirements shall not limit the liability of the successful proposer. Any remedy provided to the Village by the insurance provided by contractor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of contractor) available to the Village under the Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by the successful proposer shall relieve the successful proposer from responsibility to provide insurance as required by this RFP and the awarded Agreement.

XI. EVALUATION AND SCORING

A publicly noticed bid opening will be held at the Village Administrative Center. An Evaluation Committee made up of three or more Village staff members will convene in a publicly noticed meeting to evaluate proposals after they are opened. Proposals will be evaluated for

responsiveness to the RFP. The Evaluation Committee will prepare a ranking of recommendations to the Village Council based on a point system for entering into contract negotiations. Upon approval of the Village Council, negotiations will commence with the first-ranked proposer. If the Village and the first-ranked proposer are unable to finalize a contract, then the negotiation process will move to the second-ranked proposer and so forth.

Pursuant to Section 287.05701(2), Florida Statutes, the Village may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. In addition, the Village may not give preference to a vendor based on the vendor's social, political, or ideological interests.

The point system for the evaluation and scoring of responsive proposals will be as follows:

Technical Solution & Compliance with Scope	0 - 35 points
Relevant Experience with Similar Government/Broadcast Systems	0 - 25 points
Cost	0 - 20 points
Project Management & Implementation Plan	0 - 10 points
Staffing & Qualifications	0 - 5 points
References	0 – 5 points
SUBTOTAL POINT RANGE	**0 – 100 POINTS**
Certified Local Business	10 points
TOTAL POINT RANGE	**0 – 110 POINTS**

The Village reserves the right to accept or reject any or all proposals, to waive irregularities, technical errors and formalities, and to select a qualified contractor or contractors to provide the Project as it deems will best serve the interests of the Village.

XII. LOCAL PREFERENCE

Firms seeking preference as a local business must complete Exhibit D. Firms meeting all of the following requirements may seek certification as a local business pursuant to Ordinance 2-327(e), Islamorada, Village of Islands.

1. Has a current Monroe County occupational license or business tax receipt, with a principal office located at a physical address which is between MM 72.658 and the Miami-Dade County boundary line; and
2. The principal office has been established a minimum of 18 consecutive months prior to the date of solicitation of bid and operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered to the Village; and
3. A minimum of 51 percent of the labor or personnel used to perform the purchase or contract reside in the Upper Keys (MM72.658 to the Miami-Dade County boundary line) at the time of submittal; and

4. A minimum of 51 percent of the business' owners reside in the Upper Keys (MM 72.658 to the Miami-Dade County boundary line) at the time of submittal.

XIII. FORM OF AGREEMENT

A draft copy of the form of Agreement for the services is attached as Exhibit E. The draft agreement includes the major business concerns for the Village, which is subject to change in the Village's discretion. The final agreement will govern the successful proposer's performance under the agreement and shall be executed by the successful proposer(s). All proposers, by submission of their proposals agree to execute an agreement consistent with the terms of this RFP if selected by the Village to perform the Services. The final agreement may not be in the same form as the draft agreement.

XIV. CONFIDENTIALITY AND PUBLIC RECORDS

The Proposal Documents and related materials received from the proposers in response to this RFP will become the property of the Village and will not be returned. The Village is a public agency subject to the Florida Public Records Law.

Florida Statute 119.071(1)(b)(2) provides an exemption for "sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation" until such time as the agency provides notice of an intended decision or until 30 days after opening, whichever is earlier.

Upon the Village's notice of a decision or intended decisions on selection of a proposer or within thirty (30) days after the opening of the Proposal Documents, whichever is earlier, any material submitted in response to this RFP will become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Florida Public Records Law). All documents submitted to the Village pursuant to this RFP are public records or documents subject to disclosure, except as specifically exempted by Florida law or other Applicable Law. The Village reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

By submitting proposals, each proposer expressly acknowledges and agrees that the Village will not be responsible or liable in any way for any losses that the contractor may suffer from disclosure of information or materials to third parties and the contractor agrees to defend, indemnify, and hold harmless the Village from all costs (including reasonable attorneys' fees) arising from or related to any action under Florida Public Record's Law.

XV. CONTACT PROVISIONS AND REQUIRED FORMS FOR SUBMITTAL WITH PROPOSALS

Any contracts or agreements awarded under this RFP may be funded in full or in part by a federal grant. Neither the United States nor any of its departments, agencies or employees is or will be a party to this RFP or any resulting contract.

The contract provisions, Federal contract provisions and FEMA contract provision listed below and provided on the following pages are made a part of this RFP and shall be made part of the

agreement awarded through the RFP. All bidders are required to complete and sign the three documents noted as requiring signature and submittal with proposal.

APPENDIX A

ACKNOWLEDGMENT OF ADDENDA AND DOCUMENTS

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED
#1	6/5/26
#2	6/11/26
#3	6/25/26

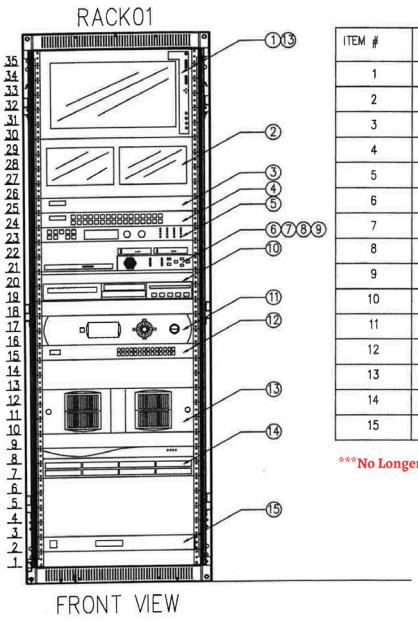
David W. Quinn
Signature

Account Mgr.
Title

David W. Quinn
Print name

7/7/26
Date

EXHIBIT A – EXISITNG RACK ROOM EQUIPMENT LIST



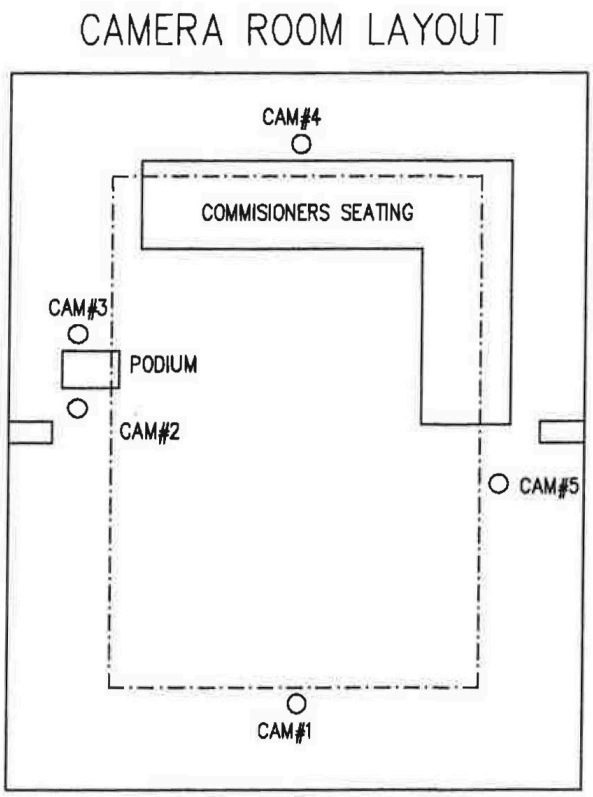
ITEM #	MANUFACTURE	MODEL	DESCRIPTION	NOTES
1	MARSHALL	QVW-1708-3G	Desktop Monitor with Quad Input	
2	MARSHALL	V-R1012-IMD-3GTE	Dual 10.1" 3G HD Monitor with IMD function	
3	AJA	Kumo 1616	16x16 3G router	
4	AJA	Kumo CP	Remote Control Panel	
5	AJA	FS1-X	Frame Sync	
6	EXTRON	DSC-HD-3G	HDMI to HD-SDI scaler	
7	EXTRON	DTP HDMI RECEIVER	HDMI OVER CAT-6	
8	EXTRON	DTP HDMI RECEIVER	HDMI OVER CAT-6	
9	AJA	HELO	STREAM ENCODER	Replaced with AJA Helo Plus
10	PANASONICS	DMR-EH55	DVD RECORDER	Removed, no longer burning DVDS in booth
11	LECTROSONICS	Aspen 1624	Digital mixer	Replaced with Televic Confidea Mics and QSYS DSP
12	BROADCAST PIX	MX	HD Production Switcher	
13	Tightrope Media	Flex Lite	2 Channel Video Server Cablecast	
14	CISCO	SG300- 28PP	28 PORT NETWORK SWITCH POE+	
15	Middle Atlantic	UPS-S1000R	UPS Backup power, 1RU, 1000VA	Replaced UPS - No Longer in Rack

***No Longer using laptop presentation from podium, shared via presentation PC in booth.

Notes on Exhibit A — Changes Since Original Installation:

- Item 9 (AJA HELO — Stream Encoder): Replaced with AJA HELO Plus
- Item 10 (Panasonic DMR-EH55 — DVD Recorder): Removed. DVD recording is no longer in use.
- Item 11 (Lectrosonics Aspen 1624 — Digital Mixer): Replaced with Televic Confidea FLEX GO G4 Wireless Conference System, Televic Plixus AE-R DANTE network concentrator, and QSC QSYS Core 110F DSP.
- Item 15 (Middle Atlantic UPS-S1000R — UPS Backup Power): Replaced. Replacement unit is no longer rack-mounted.
- Podium laptop wall plate (HDMI over CAT-6): No longer in use. Presentations are now shared from a control booth PC.

EXHIBIT B – GENERAL CHAMBER AND CAMERA LAYOUT



This is a general chamber camera layout, council seating layout has changed but is still covered by current camera placement

EXHIBIT C – ADDITIONAL TECHINCAL REQUIREMENTS

STREAMING & BROADCAST REQUIREMENTS

- Support simultaneous live streaming to a minimum of two (2) internet platforms (e.g. YouTube Live or equivalent) during events, in addition to the Comcast cable channel broadcast.
- Record live meetings locally to Cablecast server in real time.
- Support simultaneous live streaming and local recording.
- Include text overlays and luma keying in live feed and recorded video (lower thirds, crawl, bug).
- Record and replay (loop) previous meetings on the cable channel.
- Replacement Cablecast server shall maintain full continuity with the VILLAGE's existing Cablecast broadcast scheduling platform, including all current schedules, graphics, and automation settings. CONTRACTOR shall coordinate with Tightrope Media Systems as needed to facilitate data migration from the existing server.

VIDEO CAMERA REQUIREMENTS

- Replace all five (5) existing Panasonic AW-HE40SW PTZ cameras. Replacement is driven by motor reliability concerns with the aging pan/tilt drive mechanisms on the existing units; improved resolution is an additional benefit.
- Replacement cameras shall meet or exceed the following minimum specifications:
  - PTZ capable with minimum 24x optical zoom
  - Minimum 1080p resolution; or 4K/30p
  - SDI and HDMI outputs
  - PoE capable for network connectivity and control
  - Low-light capable; no IR illuminators required
- Reference model: Panasonic AW-UE50WPJ.
- PTZ camera control shall be fully integrated with the production switcher, enabling preset recall directly from the switcher control surface. A minimum of nine (9) presets per camera shall be programmable.
- All existing camera cabling runs (SDI and PoE/LAN) shall be assessed for compatibility with the replacement cameras and replaced by CONTRACTOR where necessary as part of the base scope.

CAMERA LOCATIONS

PTZ cameras shall be installed to provide equivalent or improved coverage of the five (5) positions currently served by the existing installation. Exhibit 2 provides a general reference layout of the existing camera positions and room layout. The existing camera positions are the default; replacement cameras may be installed in the same locations using existing mounting infrastructure where compatible. CONTRACTOR may propose alternative camera placements if, in CONTRACTOR's

professional judgment, repositioning would improve coverage or system performance. Any proposed repositioning must be described and justified in the Proposal and coordinated with the VILLAGE prior to installation. CONTRACTOR shall verify during the mandatory pre-proposal site visit whether existing mounts are compatible with the proposed replacement camera models and include any required mount replacement or adaptation hardware in the Proposal.

- Rear of room, facing front table (Mayor's seat)
- Front of room, facing rear (audience)
- Left side, facing front right
- Left side, facing rear right
- Right side, facing front left

VIDEO SWITCHING REQUIREMENTS

- Replace the existing Broadcast Pix Slate 100 production switcher with a capable HD/SD production switcher supporting multi-camera live production. Reference model: Broadcast Pix MX Hybrid Upgrade or equivalent. The VILLAGE is open to alternative switcher solutions that meet the functional requirements described herein.
- The production switcher shall support PTZ camera preset recall directly from the switcher control surface, enabling single-operator meeting production without secondary camera control hardware.
- Configure input/output mapping and macro programming for the VILLAGE's standard Council meeting production workflow.
- Connect all five (5) PTZ cameras to dedicated switcher inputs.
- Configure the presentation PC input (via SDI, routed through the Extron DSC HD 3G scaler or approved alternative) as a dedicated switcher input.
- Connect switcher outputs to: ceiling-mounted projector, streaming appliance (AJA HELO Plus), Cablecast server, and program monitors as required.

SDI SIGNAL ROUTING & DISTRIBUTION

- Supply and install an SDI router capable of routing all camera, presentation, and program signal paths within the system (reference: AJA KUMO 1616 with KUMO CP control panel, or equivalent).
- Include a sync generator as required for signal stability (reference: AJA GEN 10, or equivalent). If the proposed switcher or router provides adequate internal sync distribution, a standalone unit may not be necessary; vendor shall address this in the Proposal.
- Include a frame synchronizer/converter as required for timing and format compatibility between signal sources (reference: AJA FS1-X, or equivalent). If the proposed system handles frame sync natively, a standalone unit may not be necessary; vendor shall address this in the Proposal.
- Include signal format conversion hardware as required to feed all HDMI displays from the SDI signal chain (reference: AJA Hi5 Plus x3, or equivalent).

- Any ancillary signal processing equipment proposed beyond the core equipment listed above — including but not limited to sync generators, frame synchronizers, distribution amplifiers, and format converters — shall be individually itemized in the Proposal with a specific signal path justification for each unit. Vendor shall identify the source, destination, and purpose of each proposed device and explain why it is necessary given the capabilities of the proposed core equipment.
- Configure end-to-end signal routing from all camera and presentation inputs through the production switcher, router, and out to all streaming, recording, and display outputs.

VIDEO MONITOR REQUIREMENTS

Space within the control booth is limited. It is the CONTRACTOR's responsibility to ensure all equipment fits within the existing booth. The existing Marshall rack mount monitors may be retained or replaced. CONTRACTOR shall assess their condition during the site visit and note any compatibility considerations or include optional replacement pricing in the Proposal as appropriate.

VIDEO PROJECTION REQUIREMENTS

The existing ceiling-mounted projector and motorized screen are retained and are not included in this refresh. CONTRACTOR shall:

- Configure signal routing from the production switcher to the existing ceiling-mounted projector.

AUDIO SYSTEM REQUIREMENTS

The Council Chamber conference audio system has recently been refreshed and consists of fifteen (15) Televic Confidea FLEX GO G4 Wireless Conference Units. Audio is transmitted via DANTE protocol through a Televic Plixus AE-R network concentrator, which carries the DANTE audio-over-IP signal to a QSC QSYS Core 110F DSP for processing and distribution. CONTRACTOR shall not modify the existing Televic, Plixus, or QSYS configuration without prior written approval from the VILLAGE, and shall coordinate with the VILLAGE's audio-visual technician as needed.

- Integrate the QSYS Core 110F DSP audio output into the broadcast signal chain for recording, streaming, and program audio. Configure all necessary audio routing, gain structure, and signal patching.
- Supply and install two (2) new passive surface-mount loudspeakers (reference: QSC AD-S10T with QSC YMS10T yoke mounts) as the primary program audio mains within the Council Chamber. Speakers shall be driven by the existing AME VLP300 power amplifier system. Active or self-powered alternatives are not preferred and will require justification in the Proposal.
- Mount new speakers at locations coordinated with the VILLAGE using supplied yoke mounts.
- Configure QSYS Core 110F DSP routing, output assignments, and gain structure to incorporate the new speakers as primary mains alongside the existing roof-mounted fill speakers, achieving a balanced primary/reinforcement mix appropriate for a government meeting environment.

- Verify that the existing roof-mounted chamber fill speakers and restroom speaker feed remain fully operational following the refresh. No replacement of roof-mounted or restroom speakers is included in this scope.
- If CONTRACTOR identifies any compatibility or routing concerns with the existing speaker infrastructure during the site visit, findings shall be documented and any recommended remediation priced as an optional line item in the Proposal.
- (Optional) Assess the condition of the three (3) existing AME VLP300 power amplifiers (front, middle, and rear chamber speaker zones) during the pre-proposal site visit. Include optional replacement pricing in the Proposal only if replacement is recommended based on findings.

NETWORK REQUIREMENTS

- Replace the existing unsupported Cisco SG300-28PP managed network switch with a new 28-port gigabit PoE managed switch (reference: Cisco SG300-28PP-K9-NA).
- Configure the broadcast LAN segment including:
  - VLAN segmentation to isolate broadcast traffic from the Village's general network
  - QoS prioritization for DANTE audio-over-IP traffic (required by the Televic/QSYS conference audio system)
  - Multicast configuration for DANTE compatibility
  - PoE power budget verification for simultaneous full power delivery to all five (5) PTZ cameras and all other PoE devices on the broadcast segment
- All proposed IP addressing, VLAN configuration, and QoS settings shall be documented in the Proposal and submitted to the Village's IT Director for review and approval prior to implementation.
- CONTRACTOR shall not make any changes to the Village's broader network infrastructure without prior written approval from the VILLAGE and coordination with the Village's IT Director. The Village's IT Director shall have final approval authority over all network configuration changes that extend beyond the isolated broadcast LAN segment.

INSTALLATION & WIRING

- Rack mount and physically install all rack-mounted equipment in existing or new equipment racks as required.
- Wall and ceiling mount five (5) replacement PTZ cameras in the existing established positions using existing mounting infrastructure where compatible. Include any required mount replacement or adaptation hardware in the Proposal.
- CONTRACTOR is solely responsible for the supply, routing, termination, dressing, and labeling of all wiring required for this Project, including SDI, HDMI, CAT6/fiber, audio, DANTE network, control, and power cabling. No existing wiring shall be assumed reusable without CONTRACTOR's verification. CONTRACTOR shall assess all existing cabling during the pre-proposal site visit and explicitly identify in the Proposal any wiring runs that are insufficient or incompatible with the proposed system, with replacement costs priced as a line item in the Proposal.

- All cabling shall be dressed, bundled, and labeled per industry best practices, with permanent cable labels at both ends of every run.
- Install the managed PoE network switch and configure the broadcast LAN segment in coordination with the Village's IT Department.
- Coordinate installation schedule with the Village's designated project manager to minimize disruption to ongoing Village operations. Any work requiring after-hours or weekend access shall be approved by the VILLAGE in advance.
- Submit a detailed schematic documenting the wiring connecting the entire system.

TESTING & COMMISSIONING

Test the new system to ensure proper operation. Prior to final acceptance, CONTRACTOR shall conduct a full system commissioning and demonstrate operational readiness to the VILLAGE's designated project manager. Commissioning shall include:

- Signal integrity testing on all SDI and HDMI signal paths using appropriate test equipment (waveform monitor, vectorscope, or equivalent).
- Functional test of all PTZ cameras including pan, tilt, zoom, preset recall, and switcher control.
- End-to-end live stream test simulating a standard Council meeting production, including multi-camera switching, graphics insertion, and simultaneous recording.
- Verification of Cablecast broadcast scheduling, automation playback, and CG overlay functions on the replacement server, confirming continuity with the existing platform configuration.
- Audio system integration verification, confirming the Televic/Plixus DANTE feed through the QSYS Core 110F DSP is correctly received and routed within the broadcast system for program audio, streaming, and recording.
- Presentation PC signal chain verification: confirm the PC input (via Extron DSC HD 3G scaler or approved alternative) is correctly assigned in the router and switcher, and that switching to this input simultaneously feeds the projector, program output, and live stream.
- Projection image quality and alignment verification.
- Network connectivity and PoE power delivery verification for all networked devices.
- Formal sign-off by the Village's project manager following successful completion of all commissioning tests.

TRAINING

- Provide on-site operator training for Village staff designated by the VILLAGE. Training shall focus primarily on any hardware or software proposed as an alternative to the reference equipment specified in this RFP, or any component that differs meaningfully from the existing system. For retained or familiar platforms, training may be abbreviated or omitted at the VILLAGE's discretion. Training shall cover at minimum:
    - Production switcher operation and standard Council meeting production workflow — required for whichever replacement switcher is proposed, including input/output

mapping, macro operation, PTZ camera preset recall from the switcher control surface, and graphics/keyer functions
    - PTZ camera operation, preset programming and recall — required for all replacement cameras; emphasis on any operational differences from the existing Panasonic AW-HE40SW installation
    - Streaming appliance operation — required only if the AJA HELO Plus is replaced with an alternative unit; if the existing HELO Plus is retained, no training is required
    - Cablecast broadcast scheduling platform operation on the replacement server — required to the extent that the replacement server introduces workflow changes from the existing Cablecast installation; migration of existing settings, schedules, and graphics shall be demonstrated prior to sign-off
    - Basic troubleshooting and first-response procedures — required for any proposed equipment that differs from the existing system
- Training shall be conducted in a minimum of two (2) sessions of no less than two (2) hours each, at dates and times coordinated with the VILLAGE.
- Provide training materials and quick-reference guides in both printed and electronic format.

DOCUMENTATION & WARRANTIES

Submit copies of all manufacturer's documentation, including User's Manuals, Installation Manuals, and Technical Reference Manuals. Upon completion of the Project, CONTRACTOR shall deliver to the VILLAGE the following:

- As-built signal flow diagrams and rack elevation drawings reflecting the final installed configuration.
- Cable schedule identifying each cable run by type, endpoints, and label ID.
- Equipment inventory listing all installed equipment with model numbers, serial numbers, firmware/software versions, and network IP addresses (where applicable).
- Copies of all manufacturer warranties for supplied equipment.
- Streaming platform configuration record including encoder settings, stream URLs, and login credentials (delivered in a secure format approved by the VILLAGE's IT department).
- All documentation shall be delivered in both printed hardcopy and electronic format (PDF) within fourteen (14) calendar days of final system acceptance.

CONTRACTOR WARRANTY ON LABOR & INSTALLATION

- In addition to all manufacturer equipment warranties, CONTRACTOR shall provide a minimum one (1) year warranty on all labor and workmanship performed under this Agreement.
- During the warranty period, CONTRACTOR shall respond to and remediate any installation defects or system failures attributable to CONTRACTOR's work within two (2) business days of notification by the VILLAGE.
- Warranty service shall be provided at no additional cost to the VILLAGE.

ANNUAL SUPPORT & MAINTENANCE CONTRACT

CONTRACTOR shall include in its Proposal pricing for an initial one (1) year post-acceptance support and maintenance contract, commencing upon the date of final system acceptance. The support contract shall include:

- Telephone and remote technical support with an initial response time not to exceed four (4) business hours from time of notification.
- On-site response for system failures that cannot be resolved remotely, within two (2) business days of VILLAGE notification.
- Firmware and software updates for all supplied equipment and platforms, applied at a time coordinated with and approved by the VILLAGE.
- Maintenance of all as-built documentation to reflect any system changes made during the support contract term.

The support contract shall be renewable annually at the VILLAGE's sole discretion, for up to three (3) additional one-year renewal terms. CONTRACTOR shall provide proposed renewal pricing for each of the three (3) optional renewal years in its initial Proposal response. The VILLAGE shall provide CONTRACTOR with written notice of its intent to renew or not renew no later than thirty (30) calendar days prior to the expiration of the then-current contract term.

Exhibit "D"

Affidavit
For Certification as a Local Business

State of Florida
County of Monroe

BEFORE ME, the undersigned authority, personally appeared _____ (Affiant's Name), as _____ (Title) of _____ _____ (Name of Company), a _____ (Type of Entity), who after having been sworn, deposes and states:

1. My name is _____.
2. I am the _____ (Title) of _____ (Name of Firm), and I have personal knowledge of the facts stated herein.
3. _____ (Name of Company) seeks certification as a local business pursuant to Ordinance 2-327(e), Islamorada, Village of Islands, and RFP 19-08; and
4. _____ (Name of Company) has a current Monroe County occupational license or business tax receipt, with a principal office located at _ _____ (Physical Address), which is between MM 72.658 and the Miami-Dade County boundary line; and
5. The principal office has been established a minimum of 18 consecutive months prior to the June 14, 2021 date of solicitation of RFQ 21-08 and operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered to the Village; and
6. A minimum of 51 percent of the labor or personnel used to perform the purchase contract reside in the Upper Keys (MM72.658 to the Miami-Dade County boundary line) at the time of submittal; and
7. A minimum of 51 percent of the business' owners reside in the Upper Keys (MM 72.658 to the Miami-Dade County boundary line) at the time of submittal.

Shauna Kaplan
Affiant

Sworn to and subscribed before me, this 7 day of July, 2026 ~~2022~~.
√ Personally known
_____ Produced identification
_____ Type of identification produced

(seal)

Lloyd Smith Jr.
Notary Public

LLOYD SMITH JR.
Notary Public - State of Florida
Commission # HH 634563
My Comm. Expires Feb 2, 2029
Bonded through National Notary Assn.

AGREEMENT

THIS IS AN AGREEMENT, dated the day of , 2026, between:

ISLAMORADA, VILLAGE OF ISLANDS
a Florida municipal corporation, hereinafter "**VILLAGE**,"

and

_Encore Broadcast Solutions_____.
a _Integrator_____, authorized to do business in the State of Florida, hereinafter "**CONTRACTOR**."

WITNESSETH:

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

Article I. PREAMBLE

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

Section 1.01 The VILLAGE is in need of an independent experienced contractor to resurface three (3) existing pickleball courts, replace vinyl chain-link divider fencing between the pickleball courts, resurface the existing basketball court, and line the basketball court for multi-sport use as two (2) pickleball courts in a timely and responsive timeframe (the "Project").

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

Section 1.03 On _7/8/26_____, 2024, the VILLAGE received a proposal from CONTRACTOR, for completion of the Project as expressed in the RFP.

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

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

Section 1.06 VILLAGE and CONTRACTOR desire to enter into this Agreement for the completion of the Project in accordance with the RFP and on the schedule set forth in ARTICLE 3 entitled "TIME FOR COMPLETION".

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Article II. SCOPE OF WORK

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

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

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

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

Article III. TIME FOR COMPLETION

Section 3.01 The CONTRACTOR shall commence work as directed by the VILLAGE and in accordance with a Project Timeline. The Project Timeline shall be based upon the timeline as stated in Exhibit "A" to this Agreement as may be modified and agreed upon during negotiation of this Agreement and provided as Exhibit "B". CONTRACTOR shall complete all work in a timely manner in accordance with the Project Timeline or be subject to liquidated damages pursuant to Section 3.03.

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

Section 3.03 Upon failure of CONTRACTOR to substantially complete the Work as defined in this Agreement within the Contract Time, CONTRACTOR shall pay to VILLAGE the following liquidated damages for each calendar day after the expiration of the Contract Time that the Contractor fails to achieve Substantial Completion up until the date that the CONTRACTOR achieves Substantial Completion.

Section 3.04 VILLAGE and CONTRACTOR recognize that time is of the essence with respect to the completion of the Project and VILLAGE would suffer financial loss if the Project is not

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

Section 3.05 These amounts are not penalties but are liquidated damages payable by CONTRACTOR to VILLAGE for the failure to provide full beneficial occupancy and use of the Project as required. Liquidated damages are hereby fixed and agreed upon between the parties who hereby acknowledge the difficulty of determining the amount of damages that will be sustained by CONTRACTOR as a consequence of CONTRACTOR's delay and failure of CONTRACTOR to complete the Work on time. The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for completion is given.

Section 3.06 VILLAGE is authorized to deduct the liquidated damages from monies due to CONTRACTOR for the Work under this Contract. In case the liquidated damage amount due to VILLAGE by CONTRACTOR exceeds monies due CONTRACTOR from VILLAGE, CONTRACTOR shall be liable and shall immediately upon demand by VILLAGE pay to VILLAGE the amount of said excess.

Article IV. CONTRACT PRICE, GUARANTEES AND WARRANTEES

Section 4.01 The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with the Proposal attached hereto as Exhibit "A", and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as

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reflected in Exhibit "A". A total contract price hereto is referred to as Contract Price and shall not exceed **___Ninety Thousand_____ and no/100 Dollars ($_90,000.00).**

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

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

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

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

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

Article V. CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

Form of Agreement

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

(a) Workers' Compensation Insurance – as required by law;

(b) Comprehensive General Liability Insurance, including Premises Operation, Products and Completed Operations, Blanket Contractual Liability, Personal Injury Liability, Expanded Definition of Property Damage - $1,000,000 combined single limit;

(c) Automobile Liability Insurance - $300,000 per occurrence, $300,000 per Accident for bodily injury and $1,000,000 per accident for property damage; and

(d) Pollution Liability Insurance $1,000,000 per claim and in the aggregate
Contractor shall purchase and maintain pollution liability insurance against claims for damages arising out of the assessment, removal, remediation, transport and/or handling of hazardous materials, including but not limited to mold, asbestos, and lead. The policy shall include a minimum limit of not less than $1,000,000.00 per claim and in the aggregate. Said pollution liability policy shall include and list as additional insureds the Village, include coverage for its respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and, the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.

Contractor shall obtain all necessary endorsements to support these requirements.

The insurance provided by the contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Village shall be excess of, and shall not contribute to, the insurance provided by proposer.

The insurance maintained by the contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. The contractor shall pay on behalf of the Village or the Village's council members, officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the Village or the Village's council, officials, officers, agents and employees.

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

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

Form of Agreement

Article VI. PROTECTION OF PROPERTY

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

Article VII. CONTRACTOR'S INDEMNIFICATION

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

Section 7.02 The CONTRACTOR shall indemnify and hold harmless the VILLAGE and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR, in the performance of the Agreement.

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

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

Article VIII. INDEPENDENT CONTRACTOR

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

Article IX. CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

Form of Agreement

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

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

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

Article X. TERM AND TERMINATION

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

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

Article XI. CONTRACT DOCUMENTS

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

Article XII. MISCELLANEOUS

Section 12.01 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and,

Form of Agreement

accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

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

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

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

(a) Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this Agreement;

(b) Provide the public with access to such public records on the same terms and conditions that the Village would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

(d) Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

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

Form of Agreement

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

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

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

Section 12.08 Scrutinized Companies.

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

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

(c) CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

Form of Agreement

(d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 12.09 Noncoercive Conduct for Labor or Services. In accordance with Section 787.06, Florida Statutes, the CONTRACTOR has attested to the affidavit incorporated herein that CONTRACTOR does not use coercion for labor or services.

Section 12.10 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the VILLAGE designate the following as the respective places for giving of notice:

VILLAGE:	Village Manager Islamorada, Village of Islands 86800 Overseas Highway Islamorada, Florida 33036
Copy To:	Village Attorney Islamorada, Village of Islands 86800 Overseas Highway Islamorada, Florida 33036
CONTRACTOR:	David Quinn/Account Mgr, Company Encore Broadcast Solutions 2104 W. Kennedy Blvd. Tampa, Fl, 33606 Email address dquinn@encorebroadcast.com

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

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

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

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

Form of Agreement

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

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

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

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

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

[ANY CONTRACT DOCUMENTS FROM THE RFP SHALL BE INSERTED IN AGREEMENT BEGINNING ON THE FOLLOWING PAGE]

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Encore Broadcast Solutions ("**Vendor**")
Vendor FEIN: 59-3081792
Address: 2104 W. Kennedy Blvd.
City: Tampa State: FL. Zip: 33606
Phone number: 321 262-6514 Email Address: dquinn@encorebroadcast.com

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

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

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;

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4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

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

Written Declaration

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

By: Shauna Ragbir
Authorized Signature

Print Name and Title: Shauna Ragbic President/CEO

Date: 07/07/2026

[SIGNATURE PAGE TO AGREEMENT]

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

VILLAGE
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____
Ron Saunders, Village Manager

AUTHENTICATION:

_____
Marne McGrath, Village Clerk

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

Form of Agreement

John J. Quick, Interim Village Attorney

CONTRACTOR

WITNESS:

Print Name: Lloyd Smith Jr.

By: Shauna Ragbir

Print Name: Shauna Ragbir

Title: President/CEO

Date: 07/07/2026

LLOYD SMITH JR.
Notary Public - State of Florida
Commission # HH 634563
My Comm. Expires Feb 2, 2029
Bonded through National Notary Assn.

Exhibit "A"
FORM OF CONTRACTOR'S PROPOSAL

Form of Agreement

Exhibit "B"

PROJECT TIMELINE

Form of Agreement

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

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

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

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

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

[ANY CONTRACT DOCUMENTS FROM THE RFP SHALL BE INSERTED IN AGREEMENT BEGINNING ON THE FOLLOWING PAGE]

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Encore Broadcast Solutions ("**Vendor**")
Vendor FEIN: 59-3081792
Address: 2104 W. Kennedy Blvd.
City: Tampa State: FL. Zip: 33606
Phone number: 321 262-6514 Email Address: dquinn@encorebroadcast.com

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

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

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;

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4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

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

Written Declaration

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

By: Shauna Ragbir
Authorized Signature

Print Name and Title: Shauna Ragbir President/CEO

Date: 07/07/2026

[SIGNATURE PAGE TO AGREEMENT]

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

VILLAGE
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____
Ron Saunders, Village Manager

AUTHENTICATION:

_____
Marne McGrath, Village Clerk

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

Form of Agreement

John J. Quick, Interim Village Attorney

CONTRACTOR

WITNESS:

Print Name: Lloyd Smith Jr.

LLOYD SMITH JR.
Notary Public - State of Florida
Commission # HH 634563
My Comm. Expires Feb 2, 2029
Bonded through National Notary Assn.

By: Shauna Ragbir

Print Name: Shauna Ragbir

Title: President/CEO

Date: 07/07/2026

Exhibit "A"
FORM OF CONTRACTOR'S PROPOSAL

Form of Agreement

Exhibit "B"

PROJECT TIMELINE

Form of Agreement

Sales Representative: David Quinn
Email: dquinn@encorebroadcast.com
P: (321) 262-6514 F: (813) 254-5907
www.encorebroadcast.com

QUOTE / ProForma 2309

DATE: 7/2/2026

COMPANY: Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL. 33036

ATTENTION: Vince Tarses
Main Phone 305-664-6453
Alt. Phone
Customer Fax
EMAIL: vince.tarvas@islamorada.fl.us

SALES PERSON: David Quinn
DELIVERY: UPS
VALID UNTIL 10/8/26
TERMS: Net 30

Qty	Item	Description	Unit Price	Ext. Price
1	Panasonic AW-UE50KPJ	Panasonic AW-UE50 24x 4K PTZ Camera (Black)	3,385.00	3,385.00
1	Panasonic AV-SVCEXTWAR5YB	AVSVCEXTWAR5YB PRO AV PREMIUM 5YR EXT WARR - PROVIDES FIVE YEARS OF STANDARD SERVICE. AV-SVCEXTWAR5YB | PRO AV PREMIUM 5YR EXT WARR - PROVIDES FIVE YEARS OF STANDARD SERVICE. Covers all Five Cameras	3,000.00	3,000.00
1	Broadcast Pix M Hybrid Upgrade	Upgrade from: BPMX 12027 MX Hybrid Upgrade from any Broadcast Pix or any switcher brand. System with 8 SDI + 8 IP Inputs + 8 Still/Clip/Graphics channels, 2 SDI + 2 NDI Outputs, 6 Keyers, NTX graphics, Commander, Camera Control, Stream & Record	20,800.00	20,800.00
1	Broadcast PIX ONIX U/G	ONIX Pro Control Panel - Upgrade each $1,000 trade in credit applied in exchange for trading in existing 1000 control panel The ONix Control Pro Control Panel is a professional hardware control	5,500.00	5,500.00

Sales Representative: David Quinn
Email: dquinn@encorebroadcast.com
P: (321) 262-6514 F: (813) 254-5907
www.encorebroadcast.com

QUOTE / ProForma **2309**

DATE: 7/2/2026

COMPANY: Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL. 33036

ATTENTION: Vince Tarses
Main Phone 305-664-6453
Alt. Phone
Customer Fax
EMAIL: vince.tarses@islamorada.fl.us

SALES PERSON: David Quinn
DELIVERY: UPS
VALID UNTIL 10/08/26
TERMS: Net 30

Qty	Item	Description	Unit Price	Ext. Price
		surface designed for hands-on operation of Broadcast Pix integrated production switchers. The panel features a 5.5-inch LCD display for system navigation and status monitoring, along with 80 programmable tri-color backlit buttons for switching functions, macros, and system control. A precision aluminum alloy T-BAR fader enables smooth manual transitions, while an integrated 4D joystick provides PTZ camera control. Connectivity includes RJ45 (LAN), USB, RS-232, and RS-422/485 interfaces. The panel supports wired Tally output, with optional wireless Tally support. Designed for indoor use, the ONix Control Pro weighs 6.8 kg and operates in environments from -10°C to 40°C. Overall dimensions are 565 (L) × 297 (W) × 130 (H) mm (including T-bar height)		

ENCORE BROADCAST SOLUTIONS

Sales Representative: David Quinn
Email: dquinn@encorebroadcast.com
P: (321) 262-6514 F: (813) 254-5907
www.encorebroadcast.com

QUOTE / ProForma 2309

DATE: 7/2/2026

COMPANY: **Islamorada, Village of Islands**
86800 Overseas Highway
Islamorada, FL. 33036

ATTENTION: Vince Tarses
Main Phone **305-664-6453**
Alt. Phone
Customer Fax
EMAIL: **vince.tarses@islamorada.fl.us**

SALES PERSON: **David Quinn**
DELIVERY: UPS
VALID UNTIL 10/08/26
TERMS: **Net 30**

Qty	Item	Description	Unit Price	Ext. Price
		, or 22.2 × 11.7 × 5.1 inches		
1	Broadcast Pix 786	Purchased with system, enhanced 1st year warranty, provides full hardware and software support services	1,685.00	1,685.00
1	AJA KUMO 1616-12G	KUMO 16x16 Compact 12G-SDI Router, with 1 Power Supply	3,095.00	3,095.00
1	AJA KUMO CP	1RU control panel for KUMO Switcher	745.00	745.00
1	AJA FS4	4-Channel 2K/HD/SD or 1-Channel 4K/UltraHD frame synchronizer and up, down, cross-converter	5,745.00	5,745.00
1	AJA GEN10	HD/SD Sync Generator, simultaneous Blackburst and Tri-level, outputs assignable	395.55	395.55
3	AJA Hi5-Plus	SDI TO HDMI MINI CONVERTER	495.00	1,485.00
1	AJA HA5-Plus	HDMI to 3G-SDI Mini-Converter	495.00	495.00
1	AJA C10DA	Analog Video 1x6 Distribution Amplifier	158.00	158.00
1	AJA 3GDA	1x6 3G HD/SD SDI Reclocking Distribution Amplifier, 120M 3G cable equalization	595.00	595.00
1	Extron 60-1304-01	DSC HD-3G A HDMI to 3G-SDI Scaler with Audio Embedding	1,400.10	1,400.10

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SALES PERSON: David Quinn
DELIVERY: UPS
VALID UNTIL 10/08/26
TERMS: Net 30

Qty	Item	Description	Unit Price	Ext. Price
1	Tightrope CBL-VIOLITE-900	2 channel configurable 1x1 SD/HD SDl encode/decode, multi-format server with 8TB of storage in a 2 RU chassis with whisper quiet fans. Selectable SD or HD SDI with embedded audio. Pulls in RTP, RTMP, RTSP, NDI, SRT and HLS streams. Includes Cablecast Automation, Video and CG server Software. Cablecast CG Player Software is optional. Includes graphics, crawl, bug, bug text on output. 3 year hardware warranty, system commissioning and one year of Gold support included. Does not include rack rails.	8,750.00	8,750.00
1	Tightrope CBL-CGPLAYER-LIC	Cablecast CG Player License	1,400.00	1,400.00
1	NETGEAR GSM4248PX-100NAS	AV Line M4250 GSM4248PX 40-Port Gigabit PoE+ Compliant Managed AV Switch with SFP+ (960W)	4,367.80	4,367.80
2	QSC AD-S10T	AcousticDesign AD-S10T 10" 2-Way Surface Mount Loudspeaker, 50Hz-19kHz Frequency	820.00	1,640.00
2	QSC YMS10T	Yoke Mount for Black Acoustic Design S10T Loudspeakeck	170.00	340.00
1	MISC INSTALL	MISC ITEMS NEEDED TO COMPLETE AN INSTALL	3,000.00	3,000.00
1	Engineering	Engineering Labor includes Commissioning and Training	7,000.00	7,000.00

Sales Representative: David Quinn
Email: dquinn@encorebroadcast.com
P: (321) 262-6514 F: (813) 254-5907
www.encorebroadcast.com

QUOTE / ProForma 2309

DATE: 7/2/2026

COMPANY: Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL. 33036

ATTENTION: Vince Tarses
Main Phone **305-664-6453**
Alt. Phone
Customer Fax
EMAIL: **vince.tarses@islamorada.fl.us**

SALES PERSON: David Quinn
DELIVERY: UPS
VALID UNTIL 10/08/26
TERMS: Net 30

Qty	Item	Description	Unit Price	Ext. Price
1	Installation	Installs-Labor	3,200.00	3,200.00
	Shipping & Handling	Shipping & Handling	1,300.00	1,300.00
1	Encore Extended Support	On-Site and Telephone Support (3 Years)	6,000.00	6,000.00T
		Non-Taxable for invoicing only	0.00%	0.00

Total **$85,481.45**

*** Quoted price does not include applicable Sales Tax or shipping and handling unless indicated above.**
***No Custom Items can be returned.**
***Manufacturer's Warranty applies to each item.**
***Shipping to and from warranty repair center is not covered and there may be additional costs.**
***Installation and training charges may incur.**
***Installations do not include any permits or fees associated with permits if needed.**
*** Shipping is FOB Origin - Pre Paid and added to invoice unless indicated above.**

DISCLAIMER: Please be advised that, due to international tariffs, Encore Broadcast Solutions may be unable to honor the pricing specified on your Purchase Order and/or Quote. We disclaim any responsibility for price changes beyond our control that occur without prior notice from our vendors. By proceeding with your purchase, you acknowledge and accept that some pricing may be subject to adjustment. We apologize for any inconvenience this may cause and appreciate your understanding. As always, we value you as a client!

I have read and accept, by my signature, the terms of this ProForma Invoice which govern the sale of products of services to me or, if a corporation, by me as a duly authorized representative of said corporation. When sent by facsimile or email, I agree that my signature shall be conclusive evidence of the Buyer's acceptance of these terms.

ACCEPTED AND AGREED BY:

PRINT NAME: _____ **DATE:** _____

SIGNATURE: _____ **TITLE:** _____

Summary Minutes of the
ISLAMORADA, VILLAGE OF ISLANDS
EVALUATION COMMITTEE MEETING
COUNCIL CHAMBER BROADCAST & AUDIO/VISUAL SYSTEM HARDWARE REFRESH
(RFP 26-07)

Islamorada Administrative Center and Public Safety Headquarters
86800 Overseas Highway, 3rd floor conference room
Islamorada, FL 33036
July 15, 2026
1:00 PM

The meeting was open to in-person attendance by the public.

CALL TO ORDER

Procurement and Capital Assets Administrator Stefanie Peel called the meeting to order at 1:02 p.m. All evaluation committee members were present: IT Director Vince Tarves, AV Technician Frank Meulenberg, and Park Office Coordinator Alicia Mote. No members of the public were present.

DISCUSSION AND EVALUATION

Stefanie Peel opened the meeting and announced to the group that the RFP was issued on June 4, 2026, and bids were due July 8, 2026, for a total of 34 days advertised on the Village website, DemandStar and published in Keys Weekly for first week of the advertising period. Stefanie confirmed that the Village received three (3) proposals in response to the RFP, and responses were hand delivered to the committee members no later than July 9, 2026.

The following comments were made regarding each vendor:

Apertav

- New to the market, all in one which could be a problem if a part breaks.
- Solution has not been on the market long enough to be proven up to the industry standard.
- Distance could be a factor with support.

Encore Broadcast Solutions

- Worked with the village before and are the least expensive.
- Installed the initial system.
- Staff is aware of this system and its functionality.

Solotech

- Expensive but a lot of experience and added unnecessary components.

- A few line items were outside of the scope of what was presented.
- Has been responsive in the past and has worked with other Florida municipalities.

The total maximum points available was 110 per evaluator; 330 for the committee. The following tabulation was made:

Committee Member	Apertav	Encore Broadcast Solutions	Solotech
Frank Meulenberg	75	95	64
Alicia Mote	49	100	53
Vince Tarves	72	98	76
TOTAL	**196**	**293**	**193**

Committee recommends to move forward with Encore Broadcast Solutions. Staff plan to add the item to the August Council meeting agenda. The recommendation to Council would be approval of the ranking and approval of an agreement with the contractor to complete the project.

ADJOURNMENT

The meeting adjourned at 1:17 p.m.

Stefanie M. Peel

Procurement and Capital Assets Administrator

APERTAV

Islamorada, Village of Islands
Attn: Village Clerk
86800 Overseas Highway
Islamorada, FL 33036

July 8, 2026

Re: Council Chamber Broadcast & Audio/Visual System Hardware Refresh (RFP 26-07)

Apertav is highly qualified to perform this engagement, because we are focused solely on public meeting systems for city councils, county commissions, school boards, and similar.

We deliver systems that are both exceptionally simple to operate and best-in-class experience for your constituent viewers. In our effort to achieve this focus, we have developed our own integrated hardware and control solution.

Our system provides direct operator control, while automating most functions, such as on-screen titling and graphics, camera selection and movement, including audio muting and video overlay for closed sessions. Each speaker will have their name/position on screen, when speaking, similar to a typical news/interview broadcast. This helps your constituent viewers understand who is speaking.

Aperta in Italian, means “open.” Aperta + Video = Apertav. With our meeting system, your public meeting broadcasts will be open and have excellent production values, while being very simple to produce during each meeting.

Following is our formal proposal and outline of equipment use and replacement. We welcome you to reach out with any questions you have. We look forward to the opportunity to work with you.

Sincerely,

Timothy A. Hedegaard

Tim Hedegaard, President
info@apertav.com
(323) 512-1542

Re: Council Chamber Broadcast & Audio/Visual System Hardware Refresh (RFP 26-07)

We anticipate two or three on-site technicians, with two remote support staff available during installation and training.

Our approach to this project is similar to others we have recently completed. We understand there are almost always unanticipated challenges, but we rise to meet them at every occurrence.

Typically, we work from the upstream segment of the video and audio signal path, first installing cameras, microphones (not for this project), speakers, and wiring (as needed). We have found this is the most efficient way to progress through installation of the system.

This project has some unique requirements with the Cisco networking component, so we may make some adjustments to our standard installation plan, in coordination with Village staff.

Our proposed system, including the items listed in the New Equipment chart below, installation, commissioning, and training, is $94,965.

- Apertav video control system (AVCS) has a limited two-year warranty.
- AVCS touchscreen control has a limited two-year warranty.
- Apertav 4K PTZ cameras have a limited three-year warranty.
- Tightrope CBL-VIOLITE-800 has a limited three-year warranty.
- Cisco C1300-24P-4G has a limited lifetime warranty
- QSC AD-S10T has a limited three-year warranty

Included in proposed system cost for one year after final system acceptance:

- Telephone and remote technical support with an initial response time not to exceed four business hours from time of notification.
- On-site response for system failures within two business days of Village notification.
- Firmware and software updates for all supplied equipment and platforms.
- Maintenance of all as-built documentation, which reflects changes during the term.

This support offering may be renewed at 10% of the original project cost ($9,496.50) for up to three optional one-year terms. Village must provide written notice of intent to renew this support and maintenance agreement no later than 30 days prior to the expiration of the then-current contract term,

We also offer extended warranty options. Please inquire for details.

You may notice mention of “tech support included” and “lifetime equipment warranty” on our web site. This is because we typically offer our meeting system as a service (all hardware and software included). While this proposal does not include this option, it may directly address your concerns with lifecycle management. We are open to discussing this option with the Village.

We anticipate an install timeline of 3-4 days, with one day designated for training of Village staff, culminating with a simulated council meeting.

Apertav is owned and operated by Virtualsets.com, Inc.

Following are several examples of projects completed with our system, including references.

Permanent Installations:

Similar to the stated expectations, these systems are permanently installed in facilities.

Patrick Watt, Station Manager
CHCO-TV
patrick.watt@chco.tv (506) 321-3483

St. Stephen District Council…

June 10, 2026 Regular Meeting:
https://www.youtube.com/watch?v=16UvgxlO2z8

YouTube channel with numerous meeting streams:
https://www.youtube.com/playlist?list=PLkQ2shlS7zI3U52WtjrJv3U7hRWNqTyEi

Saint Andrews Town Council…

July 6, 2026 Regular Council Meeting:
https://www.youtube.com/watch?v=5TOxX-bsQuY

YouTube channel with numerous meeting streams:
https://www.youtube.com/@townofsaintandrews

Portable Systems:

For both reasons of multi-use venues and budgetary considerations, Southwest Ohio's ICRC shares eight portable meeting streaming/broadcast systems across nearly two dozen municipalities. *Note, this is the exact same system, but not permanently installed in the facility.*

Bryan Deye, Technical Specialist & Government Production Coordinator
Intercommunity Cable Regulatory Commission (ICRC)
bryan@icrctv.com (513) 772-4272

Lebanon City Council…

June 23, 2026 Lebanon City Council Meeting:
https://www.youtube.com/watch?v=dKS-StAc8i0

YouTube channel with numerous meeting streams:
https://www.youtube.com/@cityoflebanon

Harrison City Council...

June 16, 2026 Harrison City Council Meeting
https://www.youtube.com/watch?v=zTqstskmSbA

YouTube channel with numerous meeting streams:
https://www.icrctv.com/community/harrison

We are appreciative of your willingness to welcome innovative, modern approaches to your needs and operational outcomes. We believe we have exactly this. Here's how we propose to install and commission this project:

Existing Equipment	New Equipment	Note
Panasonic AW-HE40SW	Apertav 4K PTZ cameras with 30x zoom	May adjust max zoom level to properly accommodate the room size / ensure full coverage.
Broadcast Pix Slate 100	Hardware-based Apertav video control system (AVCS)	
AJA KUMO 1616 SDI Router	Hardware-based Apertav video control system (AVCS)	AVCS serves to route required SDI signals.
AJA FS1-X Frame Sync / Converter	Hardware-based Apertav video control system (AVCS)	AVCS will synchronize the video sources, though we don't expect format conversion to be required.
AJA Gen 10 Sync Generator	Hardware-based Apertav video control system (AVCS)	AVCS will synchronize the incoming video sources.
Tightrope Flex Lite – Cablecast	Tightrope CBL-VIOLITE-800	We are familiar with and prepared to install this, but virtually all of our municipalities have moved away from the Tightrope/Cablecast solution.
Cisco SG300-28PP network switch	Cisco C1300-24P-4G 28-port managed PoE+ gigabit switch	This was the switch recommended by our Cisco rep as replacement for the SG300-28PP, but we are open to other Cisco models.
SDI-to-HDMI converters	Not needed.	AVCS outputs native progressive framerates. PsF to P converters are not needed to provide video to HDMI displays.
AJA C10DA analog distribution amplifier	Not needed.	AVCS will output composite video, as needed.
AJA 3GDA SDI distribution amplifier	No needed.	AVCS outputs aux SDI outputs, as needed.
None	2x QSC AD-S10T with 2x YMS10T	

Existing Equipment	New Equipment	Note
AME VLP300 amplifier system	Replacement not needed.	
AJA HELO Plus recording/streaming appliance	Not needed.	AVCS has recording and built-in dual streaming capability.
Marshall QVW-170B-3G and V-R1012-IMD-3GTE rack monitors	These monitors are fully compatible.	
Extron DSC-HD-3G HDMI to SDI scaler	Not needed.	AVCS accepts HDMI presentation computer inputs.

Streaming & Broadcast Requirements

- Our proposed solution supports simultaneous streaming to two internet platforms with an additional output for the cable channel broadcasts
- Our AVCS supports recording the meetings locally. A program output can also be fed to other devices.
- Text overlays, bugs, and lower thirds are integral to our AVCS.
- Our proposed solution supports replaying previous meetings.
- Our proposed solution will maintain full continuity with your broadcast scheduling platform.

Video Camera Requirements

- The Apertav 4K PTZ cameras feature 4x the resolution of your current cameras.
- The Apertav 4K PTZ cameras meet or exceed each of the minimum specifications:
  - Our proposed Apertav 4K PTZ camera model offers 30x optical zoom
  - They are capable of 4K/60p.
  - Both 3G-SDI and HDMI 2.0 outputs.
  - Powered by PoE+ or AC adapter.
  - Low-light capable
- The Apertav 4K PTZ cameras offer greater frame rates than the reference model (4K/60p vs 4K/30p of the Panasonic AW-UE50WPJ).
- PTZ camera control is integrated with the touchscreen control of the AVCS. It provides both automated functionality and dozens of presets, plus manual PTZ operation of each camera.

Camera Locations

- We believe the camera locations provided in the Exhibits will be suitable for our proposed solution.
- We will provide mounting hardware, should the existing mounting hardware be incompatible.

Video Switching Requirements

- The AVCS provides the needed video switching and processing capability to meet and exceed the Village's functional requirements.
- The touchscreen control of the AVCS provides both automated and direct control of PTZ functionality.
- Each of the five camera and the presentation computer will be directly connected to the AVCS.
- As mentioned in the chart above, we do not plan to use the Extron scaler, because the AVCS accepts HDMI presentation computer inputs. In the unexpected event that the existing presentation computer's output signals are incompatible, we will use the Extron scaler.

SDI Signal Routing & Distribution

- The AVCS provides the necessary video routing to meet the Village's stated requirements.
- The AVCS provides synchronization for each video input.
- The AVCS provides integrated timing/synchronization.
- Our proposed solution includes suitable output to each HDMI display.
- All signal routing will be provided in our proposed solution. All or virtually all is provided by the AVCS.

Video Monitor Requirements

- The existing Marshall rack mount monitors are fully compatible with our proposed solution.

Video Projection Requirements

- Our proposed solution will provide the necessary video signal to the ceiling-mounted projector

Audio System Requirements

- We are prepared to install and configure the 2x QSC AD-S10T with 2x YMS10T.
- The AVCS has built-in integration with the Televic Confidea conference units.

Network Requirements

- We recommend the Cisco C1300-24P-4G 28-port managed PoE+ gigabit switch, but are open to other Cisco options.
- We will configure the Cisco switch per the Village's stated needs.
- We will not interfere with the Village's broader network.
- We typically use a separate subnet / mask to keep our video traffic isolated.
- We welcome the Village's IT Director's consultation and guidance how to best configure this.

Installation & Wiring

- We anticipate limited re-wiring / re-cabling. The existing SDI camera runs are compatible. We are prepared to replace some or all of it, if necessary to achieve the project objectives.
- All cables we install will be permanently labeled at both ends.
- We anticipate minimal disruption during installation. We will work with the Village's designated project manager to establish a schedule that will provide for expeditious installation.

Testing & Commissioning

- We are prepared to verify the proper operation of all equipment and validity of all signals.
- Functional testing of the Apertav 4K PTZ cameras and their capabilities.
- We always perform a full simulated council meeting.
- We will verify that the outputs for streaming and cablecast are functioning as expected.
- Audio system integration will be verified.
- Presentation computer integration with the AVCS will be tested and confirmed.
- We will verify that the projector image is providing maximum quality.
- Network connectivity and PoE functionality will be verified.
- We look forward to making any necessary fixes and adjustments to receive the Village's project manager approval.

Training

- We will provide on-site training for the Village staff that will be operating the system.
  - We will begin with a basic overview of the AVCS and the touchscreen control.
  - We will continue with each module, including lower-thirds, speaker (council person, staff, or public) selection, PTZ adjustment, manual entry of names / agenda items, streaming start/end, access to the presentation computer output, etc.
  - Cablecast setup and workflow.
  - Troubleshooting steps and fail-safe procedures.

APPENDIX A

ACKNOWLEDGMENT OF ADDENDA AND DOCUMENTS

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED
1	June 18, 2026
2	June 18, 2026
3	June 29, 2026

Timothy A. Hedegaard

Signature

President

Title

Tim Hedegaard

Print name

July 7, 2026

Date

PRESENTED TO: Islamorada, Village of Islands

PROJECT: RFP 26-07

Council Chamber Broadcast & Audio/Visual System Hardware Refresh

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Cover Letter

July 8th, 2026

Islamorada, Village of Islands, Florida
86800 Overseas Highway
Islamorada, Florida 33036
Attn: Village Clerk
bids@islamorada.fl.us
Subject: **Request for Proposals No. 26-07**

Dear Village Clerk Representatives,

Solotech is pleased to present its proposal to Islamorada, Village of Islands, Florida for the Council Chamber Broadcast & Audio/Visual System Hardware Refresh located in Monroe County. Project management and project sales teams have been involved in the review of the technical specifications to provide an integrated solution to meet your expectations. Enclosed are all the documents required to assess our proposal and solution, we believe we are the most qualified integrator to complete this project.

A dedicated team of experts will source, deliver and install the systems and solutions needed. Solotech has years of experience working with local government and corporate clients towards developing conference room solutions providing state-of-the-art systems seamlessly interacting with each other for audio, displays, IPTV, digital signage, and more. We tailor systems, cater to individuality, and customize solutions. Our team specializes in and is certified in state-of-the-art solutions from the top manufacturing, networking and software providers including but not limited to Cisco, Crestron, QSC, Polycom, and Biamp to name a few.

Solotech will promptly assign a project manager and project coordinator with award of RFP 26-07. Our project team consists of engineers, programmers, technicians, and a variety of administrative personnel, roughly 20 Solotech employees will be involved with the Islamorada Village of Islands from contract execution, through commissioning, and final invoicing. Solotech is committed to providing the best personnel for planning, organization, installation, management and quality control for each step of the project. Our team has varied expertise in AV systems integration ranging from clients such as Boston Consulting Group, Deloitte, Jacobs Engineering to the City of Miami, Escambia County Emergency Management, and Collier County Government. Please see the pages following this cover letter for client references for similar projects.

Should you have any questions regarding our offer, please feel free to reach out to me. We thank you for the opportunity to provide our proposal for this project.

Bryan Lykins
Business Development Representative III
Bryan.Lykins@solotech.com
T: 786-837-3636

SOUTHSTATE BANK

Corporate Office Buildout

Year
2025

Location
Atlanta, Georgia

Solutions
UC
AV

Value
$1.25M

Description

Solotech worked with SouthState Bank to combine multiple administrative and support offices into a single 4 floor facility in Atlanta in the Fall of 2025. Solotech's scope of work included providing a curbed LED Screen, 2 additional LED Video Walls, and related UC solutions for 4 breakout spaces, networked room schedulers, and all AV headend and control programming.

This is a continuation of a project for SouthState that was completed at their Tampa, FL location. Solotech is actively involved for all AV Conferencing upgrades with SouthState for facilities in Charlotte, North Carolina and Denver, Colorado.

Equipment

- Cisco Webex Room Bar
- Sony Displays
- LED Video Walls
- LED Screen
- Biamp Systems TesiraFORTE Audio Networking
- Shure Microphones & Receivers

Contact
Mike Brown, VP of IT Specialty Services | mike.brown@southstatebank.com (863) 551-5173

FOUR SEASONS HOTELS

Four Seasons Offices

Year
2023

Location
Miami, Florida, U.S.

Solutions
Audio
Video

Value
$45K

Description

The Four Seasons contacted Solotech about a new office location in downtown Miami located at: 1435 Brickell Avenue, Miami, Florida 33131.

Solotech worked closely with Four Seasons and Crestron to complete the design of the system, install, and handover an updated UC/AV conferencing system. This new system is a much-upgraded experience for top executives who use this office on a weekly basis. Solotech went above and beyond to handle the project locally working with the IT manger out of their Toronto HQ. This project has led to multiple new projects with Four Seasons in Toronto, the UK, and a new project in Miami.

Equipment

- Crestron Flex Tabletop Conferencing System
- Samsung Commercial Displays
- Logitech TAP Solutions for Microsoft Teams Large Rooms
- Middle Atlantic Rack Equipment
- Solotech Custom Panels, Cabling, and Power Distribution

Contact
Raul Botero, Manager, Telecom and Collaboration | (305) 396 6464 | raul.botero@fourseasons.com

MIAMI-DADE CHILDREN'S COURTHOUSE

Judge Seymour Gelber and Judge William E. Gladstone Courthouse

Year
2025 - Present

Location
Miami, Florida

Solutions
Audio
Video
AV Network Systems

Value
$500k

Description

Solotech was selected as the integrator for a full design build of Audio-Visual systems for the modernization of the Children's Courthouse.

The design-build out provides the Courthouse with integrated networked AV processing, camera systems allowing remote meeting capabilities, systems configuration, testing, and training involving all new equipment.

In addition, there are multiple dedicated AV rooms throughout the Level Two Courtroom.

Equipment

- Tesira Biamp Audio Processing
- AMX Control Systems
- Broadcasting Equipment
- Kramer Electronics Video Processors
- Panasonic and Marshall Video Displays/Cameras
- QSC Audio Amplifiers
- RDL Signal Processing Units

Contact
Robert Adelardi , Chief Information Officer | (305) 349-5600 | radelardi@jud11.flcourts.org

CITY OF MIAMI BEACH

Commission Chambers Design Upgrade

Year
2023

Location
Miami, Florida

Solutions
Audio
Video
AV Network Systems

Value
$500k

Description

Solotech was selected as the integrator for a full design build of Audio-Visual systems for the Commission Chambers Upgrade for Miami Beach.

Working alongside the selected architect and general contractor, Solotech furnished and installed the AV material as per the referenced drawing plans for a complete and operable Audio-Visual system.

Equipment

- Panasonic PTZ Cameras
- Planar 4k LCD Displays
- QSC AV Network Systems
- Yamaha Input Mixing Channels
- Bose Surface Mount Satellite Speakers
- Shure Microphones

Contact
Daniel Alvarez, Project Manager, LEE Construction Group, Inc. | 305-707-2915 | dalvarez@leecgi.com

About Solotech

Thanks to an inventory boasting over 300 renowned manufacturers and partners, Solotech offers services and solutions in audio, video, lighting, rigging, soft goods, control, and collaboration under one roof. Our financial stability is incredibly strong as we are capable to provide Performance and Payment Bonds for projects up to $15,000,000 for a single bond and $25,000,000 in the aggregate.

Solotech is internationally recognized for its expertise in audio-visual solutions and systems integration throughout various markets including for municipal and city governments. Additionally, our team handles high profile installations throughout North America.

AV Systems Integration Powerhouse

Solotech Recognized as Top 10 Integration Firm Globally – SCN 2025

Comprehensive AVL Systems Integration

- Expert-driven design and implementation
- Full turnkey delivery across complex, multi-system environments
- High-performance systems designed for mission-critical operation
- Integrated solutions across audio, video,
- lighting, and show control
- Delivered by experienced teams from
- design through final commissioning

Project Approach

Methodology

Project Description

Solotech will provide all materials and labor as in accordance with the request for proposal, and responsibility of the scope of work detailed below.

Scope of Work

General for All Proposed Systems:

Solotech will coordinate all our work with the various trades. As part of coordination, Solotech produces extensive AutoCAD drawings. These drawings are detailed and will help the various other contractors to understand the coordinated scope interface.

Management and delivery of the project will be performed by seasoned professionals. As part of this process, Solotech will develop a schedule for our work and assist the Project Team with scheduling work for the critical inspection requirements to enable TCO / CO, which requires fire alarm interface and control.

Upon completion of all systems, they will each be tested, commissioned, and programmed as required. asset for the design, deployment, and tuning of the solution. At completion, Solotech' s support is unparalleled and will support the arena for years. All personnel on this project will comply with the GC, Owner, and regulatory safety procedures and are OSHA compliant with minimums of 10 and up to 30-hr OSHA certificates. Safety and protection of our employees, as well as any other trades working in and around us is out main priority and focus.

Quality Control

Solotech ensures high quality work via our approach to Quality Assurance—i.e., the policies and procedures we establish to provide oversight of work and quality control, by which we assess work via pre-set metrics. Our overall Quality Assurance is ensured by the following quality controls:

- Initial Design Review by System Designer and Project Management
- Overall internal review and kickoff on an interdepartmental and multi-level basis
- Continuing product review if significant capabilities are being introduced in the project.
- Multi-level and cross functional review of designs
- Management review of documentation
- Weekly internal review of projects
- Assignment internally of an executive sponsor for the project
- Cable Testing
- Large-system factory acceptance tests ((FATs)
- Installation checklist
-
-

- Commissioning Sign-off
- Acceptance Test Plan
- Training material review and sign off and on-site training if contracted.

Status Reporting

In addition to the plans generated in the planning stages, Solotech's approach calls for the development of key documents and plans relating to scope and how the project key tasks will be executed. These documents are reviewed and approved by all parties. Solotech will provide the deliverables (listed below) and reports during the project to align with communication plan, thus ensuring all aspects of the project are properly documented, managed, and approved in an efficient manner. These deliverables can be considered components of both the communications plan and quality assurance.

- Work Breakdown Structure: defines and groups the project's work elements in a way that helps organize and define the total work scope of the project
- Project Schedule: defines the various tasks to be completed throughout the course of the project, assigned responsibilities, interdependencies, and major milestones
- Site Survey Report: defines the current site and site improvements required to meet system design parameters and installation standards
- Rack-up Drawings: drawings depicting the equipment layout as racked
- Electrical Power Loads/BTUs lists the total wattage and BTUs of each individual equipment rack
- Training Plan: defines the courses and durations to be attended by system administrators, call Takers, and maintenance personnel
- Site Acceptance Test Plans: defines the test plans to be conducted during implementation.
- Warranty/Maintenance and Support Plan: defines procedures for requesting service or reporting system issues and escalation.
- Meeting Notes: notes and action items stemming from regular scheduled meeting with stakeholders
- Project Punch List Log: defines problems and their ownership, approach to resolution, and tracking to completion.
- Support Readiness Document: defines all customer related information for Customer Technical Support department to properly support the solution.
- As-Built Drawings: final installation drawings of the A/V solution
- Product Data / Material specifications

Interface with Owner

Communications is a process directly integrating with both the planning and (especially) the execution stages of the project. During the initiation phase Solotech Project Managers work with their customer counterparts to develop a communications plan that will ensure the timeliness of information exchange and decision making. Informal communications occur with telephone calls, emails, and ad hoc conference calling.

More formally, Solotech recommends a weekly status call during which the project team reviews:

- Status of action items
- Risks
- Change requests
- Budget
- Issues that have arisen
- Schedule.

Such meetings are documented, and these notes are circulated. The project's Communication Plan is the document that is developed to state what communications are to be conducted, at what frequency and with what parties for all formal communications, including aspects related to change management.

Solotech' s plan for ensuring the continuous improvement of its practices and procedures for delivering the services.

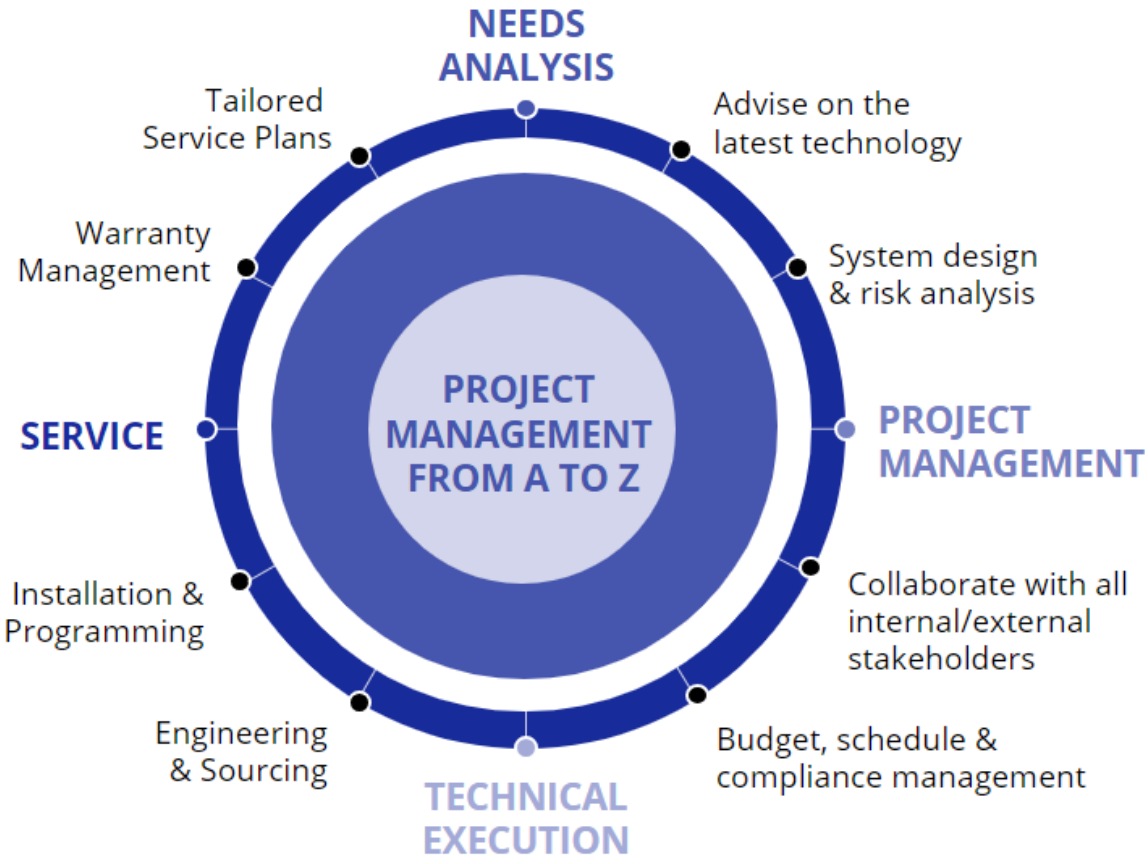
The Project Manager will maintain a lesson's learned register throughout the course of the project. This information is reviewed on a regular basis within the project team.

Evolving in a highly technological field, Solotech is committed to maintain its technicians' skills through various means, such as peer coaching and knowledge transfer, as well as training and certifications offered by manufacturers. Thus, every year, many trainings are organized with the product manufacturers. Training by the manufacturers' certified trainer occurs either at Solotech' s premises or at our partners' official training centers.

Project Process and Approach

For Solotech, deploying solutions that ensure systems perform as required is the key to our success in everyday projects. Safety, accuracy, and accessibility are some of the ways in which Solotech technology goes the extra mile. Our PMO approach and methodology leverage modern testing and quality assurance solutions to deliver mission-critical solutions.

Our approach addresses all key types of testing: functional, performance, automation, and security testing. Based on its extensive experience, Solotech has constructed a model that provides an overview of a project, and convenient checkpoints/milestones used to gauge and report progress and provide mechanisms for course correction. The graphic below shows our project management process starting with taking the needs analysis of the project scope all the way to our service & warranty plans.



Council Chambers Specifications

Solotech is well positioned to leverage its deep understanding of AV and IT convergence to ensure that all supplied AV equipment integrates flawlessly with the Village's existing network, IT infrastructure, and operational workflows. The following steps would be taken to achieve this:

- Pre-Integration Planning & IT Coordination
- Verifying Network-Compliant System Design and Configuration
- Interoperability with Existing Infrastructure/Equipment
- Testing in a Live Network Environment
- Collaboration with Staff and Key Stakeholders
- Future-Proofing and Scalability

Reliability & Standardization.

In accordance with audiovisual hardware system practices, Solotech's engineering and installation teams are trained to implement systems in strict accordance with recognized industry standards, including:

- AVIXA
- Cabling
- Labeling of equipment
- Signal Flow, Control Systems, Rack Layouts
- Electrical/building codes

Minimal Operational Disruption.

Solotech prioritizes careful planning, coordination, and flexibility to ensure that the AV system implementation does not interfere with the City's ongoing municipal operations. We accomplish this by:

- Collaborative Scheduling with Village Stakeholders
- Phased and Strategic Installation Approach
- After-Hours and Off-Peak Work (when required)
- Real-Time Communication and Coordination
- Contingency Planning
- Post-Installation Verification with Staff

Training & Handover.

Solotech ensures that Village staff are fully equipped to operate, support, and maintain the AV system through a structured and comprehensive training and documentation process. We will offer on-site and virtual training options where applicable. Our comprehensive documentation packages include:

- User Manuals
- Quick Reference Guides
- Maintenance Procedures
- As-built Drawings
- IP Addressing and configuration details

(All documentation is made available via digital or hard copy formats)

SOLOTECH

AV Staff Certifications (AVIXA)

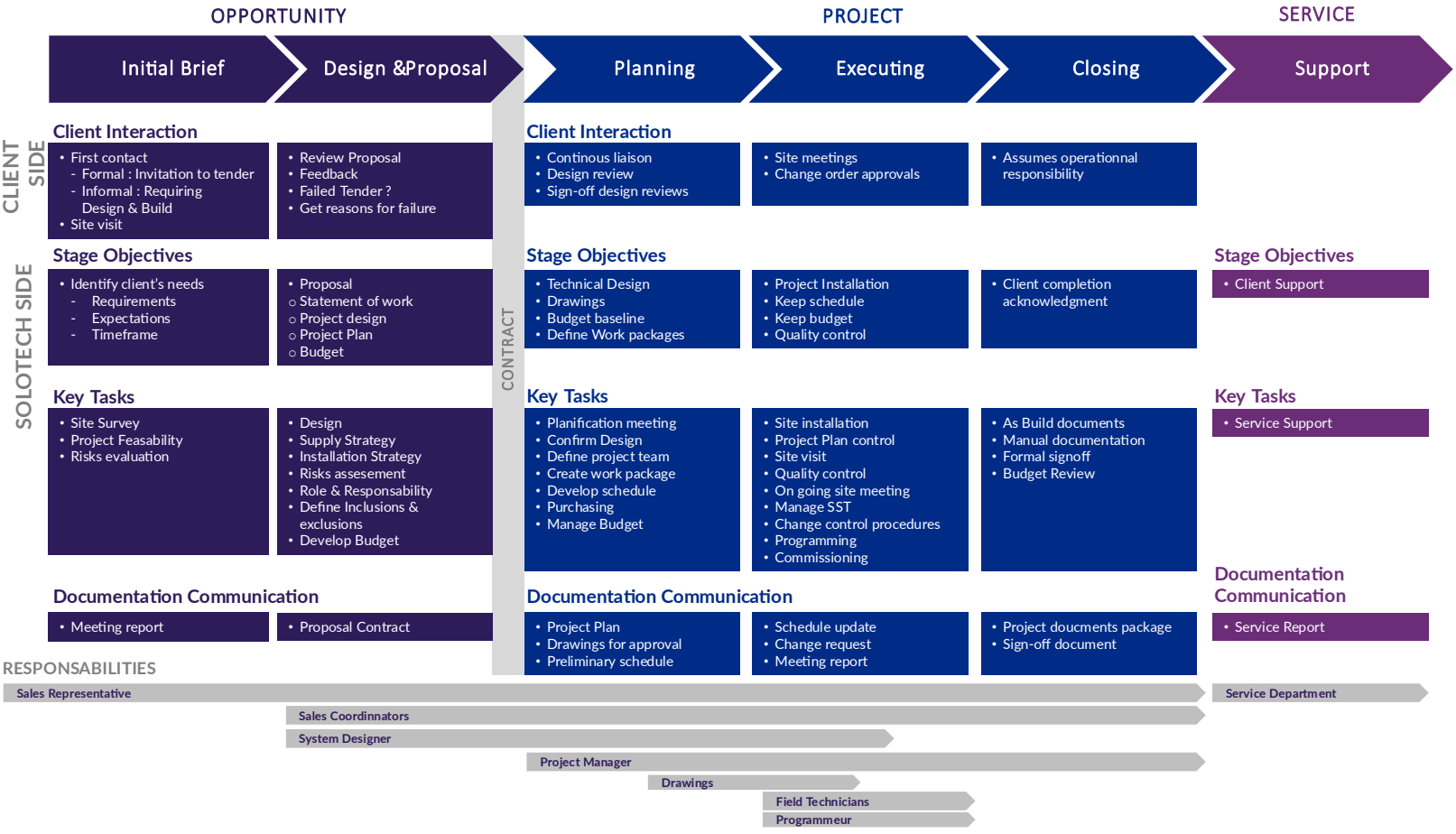
AVIXA CTS	Mario Barreneche	Michael Plane
	Robert Chirino	Jasen Martin
	Erik Kosman	Matthew Marksbary
	Jason Moncivaiz	David Robertson
	Curt Contrata	Daniel Sanders
	Daniel Petts	Jason Cooper
	Andrew Rudolph	John Banichar
	Robert Genier	Marc Nutter
		Jamie Gillespie
AVIXA CTS-I	Jager Zollman	
AVIXA CTS-D	Robert Wolford	Josh Isenhart
	Trevor Mansfield	Robert Victery
	James Jennings	Kevin Owens
	Luke Minnick	Alexis Cohen
AVIXA ANP	Robert Wolford	
PMP®	Megan Masching	
	Fan Li	

Cost Proposal

Timeline

Proposed Schedule

Solotech estimates a two-week turnaround time for project completion of the AV systems installation for Islamorada Village of Islands. Additional information on Solotech's benchmarking systems used to ensure quality service, customer satisfaction, prompt complaint resolution, quality control, and timely initiation and completion of all Work, is provided on the flow chart below.



Warranty

Preventing the Unexpected

CUSTOM, ONGOING PROFESSIONNAL SUPPORT FOR ANY TYPE OF INSTALLATION OR PROJECT

Solotech teams up with you to ensure seamless daily operations with cutting-edge solutions and bring you peace of mind.

WHAT MAKES OUR SERVICE CENTRE UNIQUE

Passion

Dedicated people who care about your satisfaction and the complete management of your audiovisual installations.

Innovation

A multidisciplinary team always looking for new ideas to improve our level of service.

Excellence

A robust infrastructure with performance indicators that ensure high-quality standards.

Respect

The customer is at the center of our evolution to better serve you.

Collaboration

A partner with a win-win approach, working with you to achieve your business objectives.

Get 24/7 access to our unmatched technical resources

We provide comprehensive end-user support with turnkey solutions.

1 855 526-5003 | supportservice@solotech.com | Online Request Form

Any new equipment installation completed by our experienced professionals automatically enrolls you in our **standard warranty package**. As specified in the RFP, Warranty will be effective for all equipment installed. The warranty period begins immediately upon signature-of-completion and work compliance declaration. This warranty includes:

- Remote and on-site technical support ensuring successful integration and smooth operation of the installation
- Manufacturer warranty management for all new equipment installed by Solotech
- Shipping & complete handling of defective equipment
- Replacement & repairs within forty-eight (48) hours following defect reports from owner.

Solotech will be available on call and at eight (8) hour notice during the first month following acceptance of the system, assisting the owner's representatives in any problems which may arise during the initial period of operation, as specified in the RFP. Solotech shall provide a minimum of three service visits to the site for inspection and adjustment of equipment and programming. Solotech will submit a proposed schedule for these visits and shall notify Owner and Architect in writing at least one (1) month in advance of each visit. Same day responses to service requests will be provided via 24/7 phone support.

Service Plans (optional)

	PRIVILEGE	PERFORMANCE	PREMIUM
TECHNICAL SUPPORT AND DEFECTIVE EQUIPMENT MANAGEMENT			
24/7 hotline in priority – unlimited	✓	✓	✓
Remote assistance and troubleshooting – unlimited	✓	✓	✓
On-site troubleshooting and resolution – unlimited	✓	✓	✓
Manufacturer warranty management	✓	✓	✓
Axess: portal with interactive dashboards to track equipment inventory and service requests in real-time	✓	✓	✓
PREVENTION AND REAL-TIME MONITORING			
One annual preventative maintenance visit, followed by a summary report	✓	✓	✓
Service+: real-time equipment monitoring to detect anomalies and remote proactive resolution	-	✓	✓

State and Local Authorization to Transact Business

Please see the following page for our Florida EC License. Upon award of project, we will provide proof of authorization from Monroe County to transact and conduct business in Monroe County – and register as a contractor with the Village prior to performing any work.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

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

SANDEFUR, JAMES D

SOLOTECH SALES & INTEGRATION USA INC.
1717 DIPLOMACY ROW
ORLANDO FL 32809

LICENSE NUMBER: EC13003836

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/10/2024

Do not alter this document in any form.

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

Signed Contract Documents

As per Addendum 3, This project is not grant-funded, these documents are not applicable to this RFP. Please see the following page for Appendix A

APPENDIX A

ACKNOWLEDGMENT OF ADDENDA AND DOCUMENTS

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED
1	7/6/2026
2	7/6/2026
3	7/6/2026

Bryan Lykins

Signature

Business Development Representative III

Title

Bryan Lykins

Print name

7/8/2026

Date

Thank you for considering us for this opportunity. We look forward to working with the Islamorada, Village of Islands and team on this project.

SOLOTECH

Proposal To:

Islamorada, Village of Islands

Council Chamber Broadcast AV refresh

July 8, 2026

1.0

Prepared by Bryan Steven Lykins

SOLOTECH
8000 Governors Sq Blvd - suite 400-401, Miami Lakes, Florida, 33016

DATE: July 8, 2026
QUOTE NUMBER: SQ-44680
DESCRIPTION: Council Chamber Broadcast AV refresh

PROJECT SUMMARY

LOCATIONS

	EQUIPMENT	LABOR	TOTAL
CHAMBERS	$93,789.45	$57,390.00	$151,179.45
LOCATIONS TOTAL			$151,179.45

SYSTEMS

	EQUIPMENT	LABOR	TOTAL
SYSTEM A	$93,789.45	$57,390.00	$151,179.45
SYSTEMS TOTAL			$151,179.45

LABOR & INTEGRATION

HOURS	DESCRIPTION	RATE	PRICE
43.00	SYSTEM DESIGNER / DESIGN ENGINEER	$140.00	$6,020.00
64.00	CAD DRAFTER	$110.00	$7,040.00
122.50	INSTALLATION TECHNICIAN	$110.00	$13,475.00
100.50	SITE SUPERVISOR	$110.00	$11,055.00
20.00	TRAVEL	$110.00	$2,200.00
40.00	PROJECT MANAGEMENT	$160.00	$6,400.00
80.00	PROGRAMMING	$140.00	$11,200.00
	LABOR & INTEGRATION TOTAL		$57,390.00
SHIPPING			$250.00
	PROJECT TOTAL		$151,429.45

SHIPPING, TAXES AND OTHER FACTORS MAY NOT BE REPRESENTED HERE AND WILL APPEAR ON THE ACCEPTANCE PAGE

DATE: July 8, 2026
QUOTE NUMBER: SQ-44680
DESCRIPTION: Council Chamber Broadcast AV refresh

BILL TO:
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida
33036

SHIP TO:
86800 Overseas Highway
Islamorada, Florida
33036

PREPARED BY: Bryan Steven Lykins
PHONE:
EMAIL: bryan.lykins@solotech.com
PRICE VALID UNTIL :

CHAMBERS

SCOPE

Chambers Scope of Work

This project provides a complete audio-visual system, delivered ready for everyday use. The system will capture and distribute high-quality video and audio, offer simple touch-panel control for users, and integrate with the room network so the system can record, stream, or route sources as required. Solotech will supply and install the listed equipment, configure the system, test operation, and train staff on basic operation and maintenance.

Video: AVer PAPTZ231W PTZ cameras will be installed to provide a flexible, high-quality camera feed. Blackmagic Design video hub and converter equipment (Blackmagic Design VHUBSMAS12G020020, Blackmagic Design VHUB/WSC/PRO, Blackmagic Design CONVCMIC/SH03G/WPSU, Blackmagic Design CONVCMIC/HS03G, Blackmagic Design CONVNTRM/EA/DA) together with AJA Video Systems gear (AJA Video Systems FS1-X-R0, AJA Video Systems GEN10-R1) will manage video input conversion, routing, and distribution so sources (camera, presentation devices, recording and streaming endpoints) are available where needed. This portion of the system allows switching, conversion between formats, and reliable delivery of video to recording, streaming, and display devices.

Audio: A complete sound system will be provided using QSC components. QSC CORE 24f will handle audio processing and routing for microphones, playback, and room audio management. QSC SPA-Qf 60x4 amplifier will power the installed QSC AD-S10T-WH loudspeakers and QSC AD-YMS10-WH mounting accessories will be used as required for the speaker installations. The audio system will be tuned and optimized for clear speech intelligibility and even coverage across the room.

Control and user interface: Users will operate the room using the QSC TSC-101-G3 and QSC TSC-710t-G3 touch panels that will be programmed with a simple, intuitive interface for source selection, volume control, camera presets, and start/stop recording or streaming. Camera presets and basic automation (for example, camera recall and mute/unmute) will be programmed so staff can operate common tasks without technical training.

Network and infrastructure: A Netgear GSM4230UP-100NAS switch will provide the network backbone and future proof PoE++ support for networked devices where applicable. The system will be configured to operate on the client's network, with IP addressing, VLANs, and basic network settings coordinated with the client's IT representative during commissioning.

Installation, configuration and commissioning: Solotech will mount and install all listed equipment, configure devices with the agreed settings, program the touch panels and DSP presets, and perform full system commissioning. Commissioning will include verifying camera control and presets, checking video routing and conversion paths, confirming audio processing and loudspeaker coverage, and validating touch-panel control and network connectivity. We will perform functional tests of recording and streaming workflows to confirm end-to-end operation.

Documentation, training and handover: Deliverables include a system equipment list, basic network and control settings, a short user guide for day-to-day operation, and a record of commissioned presets and levels. We will provide an on-site walkthrough and training session for end users and facilities staff covering operation, typical workflows, and simple troubleshooting steps.

Warranty and support: All installed equipment is covered by the manufacturer warranties. Solotech will provide workmanship warranty and initial post-commissioning support for handover items, including remote assistance for configuration issues and one scheduled follow-up visit within the warranty period to verify system operation and make minor adjustments if required.

Items included: Solotech H&P Hardware & Perishables (as required for installation), Blackmagic Design VHUBSMAS12G020020, Blackmagic

Design VHUB/WSC/PRO, AJA Video Systems FS1-X-R0, AJA Video Systems GEN10-R1, AVer PAPTZ231W, Netgear GSM4230UP-100NAS, Blackmagic Design CONVCMIC/SH03G/WPSU, Blackmagic Design CONVCMIC/HS03G, Blackmagic Design CONVNTRM/EA/DA, QSC CORE 24f, QSC AD-S10T-WH, QSC AD-YMS10-WH, QSC SPA-Qf 60x4, QSC TSC-101-G3, QSC TSC-710t-G3, and Solotech H&P Hardware & Perishables.

SYSTEM A

QTY	DESCRIPTION	PRICE	PRICE EXT
1	Solotech H&P Hardware & Perishables Broadcast Pix MX hybrid bundle with ONix control panel	$41,176.47	$41,176.47
1	Blackmagic Design VHUBSMAS12G020020 Blackmagic Videohub 20x20 12G	$2,546.82	$2,546.82
1	Blackmagic Design VHUB/WSC/PRO Videohub Smart Control Pro	$827.35	$827.35
1	AJA Video Systems FS1-X-R0 Frame Sync/Converter with MADI Audio, 1RU	$4,036.76	$4,036.76
1	AJA Video Systems GEN10-R1 HD/SD Sync Generator, Simultaneous Blackburst & Tri-level, Outputs Assignable	$418.24	$418.24
5	AVer PAPTZ231W PTZ231 PTZ camera with AI, NDI, 30x optical, 1080p, USB, PoE+, RS232, RS422, HDMI, 3G SDI (white)	$2,313.52	$11,567.60
1	Solotech H&P Hardware & Perishables Cablecast CBL-VIOLITE-800 - VIO Lite Video Server with CG Player License	$10,647.06	$10,647.06
1	Netgear GSM4230UP-100NAS AV LINE M4250-26G4F-PoE++ 24x1G ULTRA90 PoE++ 802.3bt 1, 440W 2x1G AND 4xSFP MANAGED SWITCH	$2,532.72	$2,532.72
3	Blackmagic Design CONVCMIC/SH03G/WPSU Micro Converter SDI to HDMI 3G PSU	$77.65	$232.95
5	Blackmagic Design CONVCMIC/HS03G Micro Converter HDMI to SDI 3G	$67.29	$336.45
2	Blackmagic Design CONVNTRM/EA/DA Teranex Mini - SDI Distribution 12G	$595.29	$1,190.58
1	QSC CORE 24f Q-SYS Core Processor with 24 local audio I/O channels, 160x160 total network I/O channels with 8x8 Software-based Dante license included, USB AV bridging, dual Ethernet ports for network redundancy plus two auxiliary Ethernet ports, two RS232 ports, 8x8 GPIO, 24 next-generation AEC processors, 1RU. Includes Scripting/UCI functionality.	$4,528.24	$4,528.24
2	QSC AD-S10T-WH 10" Two-way surface speaker, 70/100V transformer with 8Ω bypass, 90° conical DMT™ coverage, includes X-Mount™ and weather input cup. Color - White.	$727.06	$1,454.12
2	QSC AD-YMS10-WH Yoke mount for the AD-S10T. Color - White.	$160.24	$320.48
2	QSC SPA-Qf 60x4 4-ch, 60W/ch Q-SYS network audio Amplifier, Lo-Z, FlexIO, with Mic/line Input, 100-240v	$1,369.41	$2,738.82
1	QSC TSC-101-G3 Q-SYS 10.1” PoE Touch Screen Controller for In-Wall Mounting. Color - Black only	$2,445.88	$2,445.88
1	QSC TSC-710t-G3 Table top mounting accessory for TSC-70-G3 and TSC-101-G3.	$344.47	$344.47

LABOR & INTEGRATION

HOURS	DESCRIPTION	RATE	PRICE

HOURS	DESCRIPTION	RATE	PRICE
43.00	System Designer / Design Engineer	$140.00	$6,020.00
64.00	CAD Drafter	$110.00	$7,040.00
122.50	Installation Technician	$110.00	$13,475.00
100.50	Site Supervisor	$110.00	$11,055.00
20.00	Travel	$110.00	$2,200.00
40.00	Project Management	$160.00	$6,400.00
80.00	Programming	$140.00	$11,200.00
		CHAMBERS TOTAL	**$151,179.45**

WARRANTY YEAR 2

SCOPE

Extended Warranty beginning year 2 after installation and commissioning.

SYSTEM A

QTY	DESCRIPTION	PRICE	PRICE EXT
1	Solotech H&P Hardware & Perishables Warranty year 2	$12,182.62	$12,182.62

SYSTEM A TOTAL	$12,182.62
SHIPPING AND TAXES	$0.00

SUMMARY	
EQUIPMENT TOTAL	$12,182.62
LABOR	$0.00
SHIPPING	$0.00
WARRANTY YEAR 2 TOTAL	**+$12,182.62**

WARRANTY YEAR 3

SCOPE

Extended Warranty beginning year 3 after initial installation and commissioning.

SYSTEM A

QTY	DESCRIPTION	PRICE	PRICE EXT
1	Solotech H&P Hardware & Perishables Warranty Year 3	$16,882.10	$16,882.10

SYSTEM A TOTAL	$16,882.10
SHIPPING AND TAXES	$0.00

SUMMARY	
EQUIPMENT TOTAL	$16,882.10
LABOR	$0.00
SHIPPING	$0.00
WARRANTY YEAR 3 TOTAL	**+$16,882.10**

ACCEPTANCE

FINANCIAL

PAYMENT SCHEDULE
To be determined

EQUIPMENT TOTAL	$93,789.45
SHIPPING TOTAL	$250.00
LABOR TOTAL	$57,390.00
SUBTOTAL	$151,429.45
TOTAL SALES TAX	$0.00
PROJECT TOTAL	USD $151,429.45

OPTIONS Not included in the project total. Initial to the left to add the option to your project.

_____	WARRANTY YEAR 2	+$12,182.62
_____	WARRANTY YEAR 3	+$16,882.10

TERMS

This quote is subject to Solotech's credit approval of Client and to availability of equipment at the time of placement of the order.

Shipping costs and taxes are in addition to the indicated price and will be confirmed at the time of invoicing. Actual shipping costs can vary greatly based upon shipment weight and service selected. If Client wishes to use its own shipping account, please provide FedEx and / or UPS Account number with billing zip code when placing an order. Where necessary, insurance will be added to protect all interested parties from liability in the event Client's order is lost or damaged in transit. Local delivery is available at an additional fee based on transportation needs or requirements. Client may also pick up its order at Solotech's warehouse if local. Furthermore, if Client has subscribed to a software license, annual fees may be applicable.

Unless otherwise agreed in writing between Solotech and Client, this quote is subject to Solotech's Terms and Conditions for Equipment Sales and Services which are attached hereto ("T&Cs") and by accepting this quote, the delivery of the equipment or the performance of the services, Client accepts to be bound by the T&Cs exclusively.

The equipment remains the property of Solotech until complete payment of the final invoice.

Due to global manufacturing and supply chain delays, Solotech is experiencing longer lead times on equipment delivery. As a result, Solotech cannot guarantee lead times on equipment delivery and will not be liable for any delays.

The Client acknowledges that any tariffs, import duties, taxes, or similar charges imposed by the United States or other government on goods, materials, or equipment provided under this Quote/Agreement are beyond Solotech's control and shall be the sole responsibility of the Client. The Client further agrees that all price quotes, including those already accepted, are subject to adjustment at any time based on the imposition, modification, or evolution of such tariffs or duties. Any resulting cost increases will be passed on to the Client. Solotech shall not be liable for any delays or additional expenses arising from these circumstances.

Contractor licenses: Alabama 54722 | Arizona ROC 149159 | California 1077957 and PW-LR-1000798172 | Florida EC13003836 | Louisiana 35367 | Mississippi 21930-SC | Nevada 0071293 C-2 Electrical | Tennessee 44271 | Virginia 2705156899

ACCEPTANCE

ISLAMORADA, VILLAGE OF ISLANDS

SIGNED | DATE

PRINT NAME | TITLE

SOLOTECH MIAMI

SIGNED | DATE

PRINT NAME | TITLE

TERMS AND CONDITIONS FOR EQUIPMENT SALES AND SERVICES

1. **Definitions**.

"**Client**": means the person, firm, partnership, company or other legal entity buying the Equipment or Services from Solotech.
"**Equipment**": means any equipment described in the Quote.
"**Intellectual Property**": means any and all rights, titles, interests, intellectual property and intellectual property rights, whether now enacted, conferred or recognized or that may be enacted, conferred or recognized in the future, under any legislation including any and all trade secrets, patents, patent applications, trade-marks, copyrights, neighboring rights, inventions, processes, discoveries, designs, techniques, drawings, specifications, data, software, confidential information, know-how or other intellectual property right of any kind, whether registered or unregistered, and any application for any of the foregoing.
"**Price**": means the sale price of the Equipment and the fees for the Services, if any, as indicated in the Quote.
"**Quote**": means the written quotation, proposal or confirmation for the Equipment and the Services, if any, to which this Agreement applies.
"**Services**": means any installation or programing services to be rendered by Solotech as described in the Quote.
"**Solotech**": means Solotech Sales & Integration USA Inc. or one of its affiliates indicated in the Quote.

2. **General**. These terms and conditions, together with the Quote, constitute the entire agreement between the Client and Solotech with respect to the sale of the Equipment and the performance of the Services by Solotech to the Client and supersede any prior understanding or agreements, whether oral or written, concerning the subject matter hereof (the "**Agreement**"). The parties agree that any term or condition stated in any Client purchase order or in any other Client's document is void and by accepting the delivery of the Equipment or the Services from Solotech, Client agrees to the terms of, and to be bound by, this Agreement.

3. **Price and Payment**. Client agrees to pay the Price in its entirety. The Client understands and agrees that the Price may be adjusted prior to delivery and final invoicing, based on market price fluctuations or circumstances beyond the control of Solotech (such as, without limitation, foreign exchange fluctuations, currency rates, duties, significant increase in the costs of labor, materials or other costs of manufacture, or inflation). Unless otherwise provided in the Quote, Client shall pay: (i) a first installment equal to 40% of the Price (inclusive of taxes) upon acceptance of the Quote; (ii) a second installment equal to 40% of the Price (inclusive of taxes) prior to shipment of the Equipment to the Client or upon receipt of the Equipment at Solotech's facilities if Solotech stores the Equipment in accordance with Section 5; and (iii) a third installment equal to 20% of the Price (inclusive of taxes) once the Equipment is delivered or the Services are completed, if any. If permitted by applicable law, all payments made to Solotech by credit card shall be assessed a non-refundable surcharge of up to 4% of the Price. Monetary balances unpaid by Client shall bear interest at the rate of 24% annually, until paid in full by Client.

4. **Taxes**. Unless otherwise specified in the Quote, the Price excludes packaging, shipping, and transportation costs, taxes, duties or brokerage fees, or any other related charges. Solotech will invoice the amount of any sales, value added or excise taxes that it is legally required to collect from Client and Solotech will remit this amount to the appropriate governmental authorities. Neither party is responsible for the other party's income taxes and/or net or gross capital taxes.

5. **Delivery and Storage** . The Equipment will be delivered (drop ship) to the shipping address indicated in the Quote in accordance with a delivery schedule to be determined by the Equipment's manufacturer, unless agreed otherwise in writing between Solotech and the Client. The Equipment may be delivered in individual deliveries (drop ship) from each manufacturer directly to the Client. As such, several deliveries by different manufacturers at different times are to be expected. If Client does not want multiple drop shipments for a single project, Solotech can combine all the Equipment into a single delivery, at an additional cost equal to 3% of the Equipment sale price indicated on the Quote. In addition, if Client is unable to receive all or part of the delivery within 30 days from the scheduled delivery date, Client will be charged a monthly storage fee equal to 2% of the Equipment sale price indicated on the Quote during the storage period.

6. **Risk of Loss and Title** . Risk of loss and damage to the Equipment shall pass to the Client upon its delivery. Title to the Equipment shall pass to Client only upon full payment of the Price. In the event of non-payment of the Price according to the payment schedule, Solotech reserves the right, without notice, to retake possession of the Equipment delivered and Client hereby irrevocably grants Solotech access to its premises during normal business hours to retake the Equipment for which Solotech retains title. Until full payment of the Price, Client may in no event pledge, register or in any way charge by way of security, charge, lien, hypothec, privilege, retention of title, security interest or otherwise any of the Equipment, but if the Client does so, all money owing by the Client to Solotech shall forthwith become due and payable without prejudice to any other right or remedy of Solotech. Client understands and agrees that Solotech may, at any time, register and perfect any security, charge, lien, hypothec, privilege, retention of title, or any security interest of whatever nature to allow Solotech to enforce its property rights in the Equipment and Client agrees to execute any and all required documents to give effect to the foregoing.

7. **Client Obligations**. Client shall (i) provide Solotech with free, safe and unhindered access to the delivery point; (ii) unless otherwise agreed, be responsible for loading and unloading the Equipment from the delivery trucks; and (iii) furnish Solotech, at no cost, the utilities and services which are generally required for the performance of Solotech's obligations.

8. **Warranty for new Equipment only and Services** . Provided Client has not removed any serial number on the Equipment and the Equipment is in the same condition as it was at the time of the delivery, Solotech undertakes to repair or replace, in its sole discretion, any damaged or defective Equipment sold as new equipment, for a period of 90 days from the earlier of: (i) the date of delivery of the Equipment to the Client or (ii) the date of receipt of the Equipment at Solotech's facilities, if Solotech stores the Equipment in accordance with Section 5 ("**Solotech Warranty**"). Any shipping fees for the return of damaged or defective new Equipment within the Solotech Warranty shall be paid by Solotech. After the expiry of the Solotech Warranty, only the manufacturer's warranty shall apply to the Equipment. The Solotech Warranty may not be assigned by the Client. Solotech warrants the Services for a period of 90 days from their performance, unless Client has opted for a service plan provided by Solotech, in which case such service plan shall apply. For further certainty, any replacement, corrective or repair work carried by Solotech at the request of Client not under the Solotech Warranty, the manufacturer's warranty or Solotech's service plan shall be separately invoiced to Client.

9. **Warranty for used Equipment only** . Provided Client has not removed any serial number on the Equipment and the Equipment is in the same condition as it was at the time of delivery, Solotech undertakes to repair or replace, in its sole discretion, any Equipment sold as used equipment which is defective within 90 days of its delivery. Any shipping fees for the return of defective used Equipment within the 90-day warranty period shall be paid by Solotech. This warranty may not be assigned by the Client.

10. **Set-Off/Deduction** . Any deduction, compensation or set-off not previously agreed to by Solotech in writing shall be considered as a breach by Client justifying the: (i) suspension of deliveries or of the Services, (ii) collection of any amounts owed; and (iii) exercise of Solotech's rights as provided in Section 6 and by applicable law. Moreover, Solotech shall be entitled to require immediate payment of the full Price, including on future orders.

11. **Insurance**. If Services are performed by Solotech, unless otherwise indicated by Solotech in writing, Client shall maintain during the performance of the Services, at its sole expense, or shall ensure that is maintained, a commercial general liability insurance with general aggregate limit of not less than $1,000,000. Solotech shall be named as additional insured on such policy. Client must provide the certificates of insurance attesting the above-mentioned coverages within five (5) days before performance of the Services. All above insurance policies shall contain a waiver of subrogation against Solotech. Should Client fail to secure or maintain such insurance, Solotech may secure such insurance at Client's expense.

12. **Limitation of Liability** . The warranties provided at Sections 8 and 9 shall be the sole warranties provided by Solotech. All other implied and statutory warranties and remedies are hereby expressly excluded. In no event shall either party be liable to the other for any indirect, incidental, punitive or consequential damages (including, without limitation, lost business profits, revenue or opportunities) sustained by the other party or any other individual or entity for any matter arising out of the Equipment, the Services or this Agreement. The Client acknowledges and agrees that Solotech shall have no access whatsoever to Client's IT systems or to any personal information of Client, its employees, suppliers or customers and as such, Solotech shall not be liable to the Client for any damage or inconvenience arising from the use of the Equipment or the provision of Services, including, without limitation, for any use, inability to use, interruption or delay of service, recovery of any data, breach of data or system security or any modification to the network or IT systems. Notwithstanding anything to the contrary, Solotech's liability under this Agreement shall in no event exceed the aggregate Price paid to Solotech under this Agreement.

13. **Confidential Information**. Each party may be exposed, or have access, to confidential and proprietary information belonging to or supplied by the other party, including, without limitation, specifications, drawings, analysis, research, processes, computer programs, methods, ideas, know-how, business information (including sales and marketing research, materials, plans, accounting and financial information, personnel records, customer lists, and the like) and any other information relating to the business or affairs of the other party ("**Confidential Information**"). Confidential Information does not include information which (i) has become publicly known through no violation of an obligation of non-disclosure of any person or entity, or (ii) has been approved for disclosure in writing by the disclosing party. Except as otherwise specifically provided herein, each party agrees that it shall not use, transfer, commercialize or disclose the other party's Confidential Information to any person or entity, except to its own employees or subcontractors to the extent that they have a need to know or have access to such Confidential Information in connection with the Equipment, the Services or this Agreement. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own confidential information. All of Solotech's Confidential Information shall remain the property of Solotech and shall be returned to Solotech immediately upon its request or termination of this Agreement. The provisions of this section shall survive termination or expiry of this Agreement.

14. **Force Majeure**. Neither Solotech nor Client shall be liable to the other for default or delay in performing its obligations under this Agreement (other than for an obligation to pay) caused by any occurrence beyond its control, including natural phenomena such as earthquakes, floods, fires, riots, acts of terrorism, war, freight embargoes, manufacturing or supply delays, strikes, governmental orders, pandemics or epidemics or other cause (collectively, a "**Force Majeure**"). A "Force Majeure" does not include events that were reasonably foreseeable or were caused by the party claiming the Force Majeure. If a party is delayed or prevented from performing due to Force Majeure, such party must inform the other party in writing as soon as practicable, but in all cases within 5 days of the start of the Force Majeure. The notice must detail the nature of the Force Majeure and its expected length. Both parties' rights and obligations shall be suspended for the duration of the Force Majeure and a new delivery schedule shall be agreed upon, in writing, between the parties.

15. **Suspension and Termination**. Save as provided in Section 14, neither party shall have the right to suspend its obligations contained in this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Solotech shall have the right to suspend or terminate this Agreement in the event Client fails to make any payment when due or to comply with any of its other obligations under this Agreement. Either party may terminate this Agreement immediately if the other party is or becomes insolvent, files for bankruptcy or is under similar protection from courts of law or makes an assignment for the benefit of creditors. In case of termination, Solotech or any of its representatives shall be entitled to recover the unpaid Equipment and invoice the Client for: (i) work performed up to the termination date; (ii) any Equipment ordered for the Client for which Solotech cannot receive a full refund from its distributor or manufacturer; (iii) any unpaid amounts to which Solotech is entitled; (iv) total cost for the return of Equipment to Solotech's or the manufacturer's warehouse (including, without limitation, any costs of repossessing, reconditioning and storing the Equipment, shipping, cancellation or restocking fees and transportation costs); and (v) if applicable, travel expenses incurred by Solotech's personnel. Termination of this Agreement shall not relieve or release a party from any rights or obligations which should by their nature survive to such termination, including payment obligations.

16. **Changes or Cancellation for new Equipment only and Services** . Changes to or cancellations of orders for new Equipment prior to the delivery of Equipment or performance of Services must first be authorized by Solotech, which authorization may be refused in its sole discretion, and if so authorized by Solotech, Client shall bear any and all costs, expenses or damages incurred by Solotech, including, as applicable, the elements set out in Section 15(i) to (v). Solotech also reserves the right to charge any other cancellation fee to the Client. Notwithstanding the foregoing, customized orders cannot be changed and are not cancellable.

17. **Changes or Cancellation for used Equipment only** . Client may change or cancel any order of used Equipment prior to its shipping, without any charge.

18. **Return and Exchange Policy** . After its delivery, the Equipment may not be returned to or replaced by Solotech except as provided in Sections 8 or 9 or if authorized by Solotech, in its sole discretion. If so authorized by Solotech and save as provided in Sections 8 or 9, Client shall bear any and all costs, expenses or damages incurred by Solotech, including without limitation, any costs of repossessing, reconditioning and storing the Equipment, shipping, cancellation or restocking fees and transportation costs. Client retains the risk of loss in the Equipment until receipt by Solotech or the manufacturer, as applicable.

19. **Assignment**. Client shall not delegate any duties nor assign any rights or claims under this Agreement without the written consent of Solotech, which consent Solotech may withhold in its sole discretion. Any assignment or delegation made without Solotech's consent shall be null and void. Solotech may assign or delegate any of its rights or obligations under this Agreement to any of its affiliates.

20. **Intellectual Property**. All documents and information, including drawings, calculations, manuals, plans and other materials prepared by Solotech or the Equipment manufacturer, and all concepts, products or processes developed by Solotech or the Equipment manufacturer, shall be and remain the property of Solotech or the Equipment manufacturer, as applicable. Each party shall remain the owner of its respective Intellectual Property and no provision contained herein is to be interpreted as a transfer of such Intellectual Property to the other party. Client undertakes not to use in any way Solotech's name, logo, picture, brands or trademarks without Solotech's prior written consent.

21. **Notices**. Any notice required or given pursuant to this Agreement shall be sent by email, with a copy by certified mail, or delivered by recognized delivery service at the following address: 3870 Logistics Way Suite 402-403, Antioch, TN 37013, United States with a copy sent by email to legal@solotech.com. Any notice to Client shall be directed to the address of Client shown on the Quote.

22. **Waiver**. Failure by either party hereto to enforce any provisions of this Agreement or any rights hereunder shall in no way be considered a waiver of such provisions, rights, or in any way affect the party's right to later enforce or exercise the same or other provisions or rights it may have under this Agreement or at law.

23. **Amendments**. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the parties.

24. **Dispute Resolution**. Any and all disputes and claims between Solotech and Client related in any way to the Services, the Equipment or this Agreement shall first attempted to be resolved by the management representatives of Solotech and of the Client. If a dispute or claim cannot be resolved by the management representatives of Solotech or Client, only then such dispute or claim shall be submitted to the courts of Orange County, Florida. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY FOR ALL CLAIMS BETWEEN THEMSELVES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR OTHER TRANSACTIONS RELATED TO THE SERVICES CONTEMPLATED HEREUNDER.**

25. **Governing Law** . This Agreement and the acceptance of it shall, as provided herein, constitute a contract governed by the laws of Florida.

26. **Independent Contractors**. The parties are independent contractors, and neither shall be nor shall represent itself to be the agent, joint venturer, partner or employee of the other or to be related to the other. No representation shall be made, nor act done by either party which could establish any apparent relationship of agency, joint venture, partnership or employment with the other party, and neither party shall be bound in any manner whatsoever by any agreement, guarantee or representation made by the other party to any person or by any action of the other party.

27. **Client Material** . Subject to Solotech complying with Client's instructions, if any, Solotech may display during or after the sale or completion of the Services (on its website or in other marketing communications) approved photos, videos, name of the Client's project and/or description of Equipment used in the Client's project for Solotech's sole marketing and communication purposes.

Council Communication

To: Mayor and Village Council
From: Ron Saunders, Village Manager
Date: August 20, 2026
SUBJECT: **Resolution Approving Florida Keys Stewardship Funding Distribution Agreement TAB 7**

Background:
On April 14, 2016, General Bill CS/CS/HB 447: Local Government Environmental Financing (the "Florida Keys Stewardship Act") was approved by the Governor of Florida. The Bill became effective July 1, 2016. Pursuant to Chapter 2016-225, Section 6, Laws of Florida, FY 16-17, which established the Florida Keys Stewardship Act, nonrecurring funds in Specific Appropriation 1669 are provided to the Department of Environmental Protection ("FDEP") for the purpose of entering into financial assistance agreements with local governments located in the Florida Keys Area of Critical State Concern. The grants finance or refinance the cost of constructing sewage collection, treatment, and disposal facilities, building projects that protect, restore, or enhance nearshore water quality and fisheries, such as stormwater or canal restoration projects.

Regarding Stewardship Act funds, the Village and the other local governments within Monroe County agreed previously through each agency's respective lobbyists to continue to follow the Wastewater Funding Distribution [of Everglades Bonds] Schedule included in the State Wastewater Funding Distribution Agreement for "Year Two of Four" as passed and adopted by the Village Council through adoption of Resolution No. 13-02-08 at its regular meeting on February 28, 2013.

Analysis:
The Second Amendment sets forth an updated distribution formula which provides for an even split of future funding between the parties to the Agreement.

The signature page in the attached document reflects only the Village at the moment. It has been agreed that each party approving the Agreement will affix its own signature pages. As a result, if all parties approve this Agreement, it will ultimately include signature pages for each.

Budget Impact:
N/A

Staff Impact:
Finance Department staff and the Environmental Resources Manager are acting in the capacity of Grant Managers for the Grantee, and staff would be responsible for providing and submitting the documentation specified in any future Stewardship Grant agreement.

Recommendation:

Attachments:
1. 4BE013603-Resolution approving third amendment to Stewardship Funding agreement
2. New FKSA ILA - final 2

RESOLUTION NO. 25-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE THIRD AMENDMENT TO THE MORNOE COUNTY STATE WASTEWATER FUNDING AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE THIRD AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE.

WHEREAS, Ch. 2010-205, Laws of Florida, incorporating and updating Ch. 99-395, Laws of Florida, mandates the upgrade of all wastewater systems within the Florida Keys to advanced wastewater treatment standards or best available technology by December 31, 2015; and

WHEREAS, with the 2010 law which imposed the new deadline, the Legislature authorized the issuance of up to $200,000,000 in Everglades Bonds to be issued over four years to assist local governments in the Keys in completing this state mandate; and

WHEREAS, in 2012, the Florida Legislature funded $50 million in bonds for the construction of wastewater treatment facilities in the Florida Keys Area of Critical State Concern with a distribution of the funds set forth in proviso language in the General Appropriations Act directing 40% of the first year bond proceeds, $20 million, to go to Islamorada and 60%, $30 million, to go to Monroe County to finance wastewater treatment projects; and

WHEREAS, on or about February 28, 2013, the Village Council ("Village Council") Islamorada, Village of Islands ("Village") approved the Monroe County State Wastewater Funding Distribution Agreement for "Year Two to Four" ("Agreement") pursuant to Resolution No. 13-02-08; and

WHEREAS, on or about September 10, 2024, the Village Council adopted Resolution No. 24-09-93, which approved a Second Amendment to the Agreement; and

WHEREAS, the City of Marathon prepared the Third Amendment to the Agreement ("Third Amendment") for approval by all parties in the county setting forth a distribution schedule for future Florida Keys Stewardship Act funding; and

WHEREAS, the distribution formula established in the Third Amendment provides for an even split of future funding between the parties to the Agreement; and

WHEREAS, the Village Council wishes to approve the Third Amendment attached hereto as Exhibit "A", and authorize the Village Manager to execute the Third Amendment; 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 Third Amendment. The Village Council hereby approves the Third Amendment attached hereto as Exhibit "A", together with such non-material changes as may be acceptable to the Village Manager and as approved as to form and legality by the Village Attorney.

Section 3. Authorization to Execute Agreement. The Village Manager is authorized to execute Third Amendment 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 the terms and conditions of the Third Amendment.

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. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Third Amendment.

Section 7. Transmittal. Upon adoption, the Village Clerk is hereby directed to transmit a copy of this Resolution and an executed copy of the Third Amendment to the office of the Monroe County Attorney or other the legal department of another designated government entity as agreed upon by the parties to the Third Amendment.

Section 8. Effective Date. This Resolution shall become effective immediately upon adoption.

[Remainder of the page intentionally left blank.]

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor 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 LEGAL
SUFFICIENCY FOR THE SOLE USE
AND BENEFIT OF THE VILLAGE:

_____
JOHN J. QUICK, VILLAGE ATTORNEY

FLORIDA KEYS STEWARDSHIP ACT
FUNDING DISTRIBUTIONAGREEMENT

THIS AGREEMENT ("Agreement") made and entered into this _____ day of _____, 2026, by and between the following Parties for the distribution of funds allocated by the State of Florida for the implementation of the Florida Keys Stewardship Act, Ch.2016-225 Laws of Florida, hereinafter referred to "the FKSA."

PARTIES:

MONROE COUNTY (hereinafter referred to as "County"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Suite 205, Key West, FL 33040

CITY OF KEY WEST (hereinafter referred to as "Key West"), a municipal corporation of the State of Florida, whose address is 1300 White Street, Key West, FL 33040, and

CITY OF MARATHON (hereinafter referred to as "Marathon"), a municipal corporation of the State of Florida, whose address 9805 Overseas Highway Marathon, FL 33050, and

ISLAMORADA, VILLAGE OF ISLANDS (hereinafter referred to as "Islamorada"), a municipal corporation of the State of Florida, whose address is 86800 Overseas Highway, Islamorada, FL 33036; and

CITY OF KEY COLONY BEACH (hereinafter referred to as "Key Colony Beach"), a municipal corporation of the State of Florida, whose address is P.O. Box 510141, Key Colony Beach, FL 33051-0141; and

CITY OF LAYTON (hereinafter referred to as "Layton"), a municipal corporation of the State of Florida, whose address is 68280 Overseas Highway, Layton FL 33001, and

FLORIDA KEYS AQUEDUCT AUTHORITY (hereinafter referred to as "FKAA), an independent special district established under the Laws of Florida, whose address is 1100 Kennedy Drive, Key West, FL 33040; and

KEY LARGO WASTEWATER TREATMENT DISTRICT (hereinafter referred to as "KL WTD"), an independent special district established under the Laws of Florida, whose address is P.O. Box 491, Key Largo, FL 33037; and

WITNESSETH:

WHEREAS, Monroe County's protected lands and waters span three national parks (Dry Tortugas and, partially, Everglades and Biscayne), four national wildlife refuges (National Key Deer, Great White Heron, Key West, and Crocodile Lake), the federally-state jointly managed Florida Keys National Marine Sanctuary, ten state parks (including John Pennekamp Coral Reef, Bahia Honda, Fort Zachory Taylor, and Dagny Johnson Key Largo Hammock), and multiple state

aquatic preserves (Lignumvitae Key, Coupon Bight, and the Card Sound portion of Biscayne Bay) and

WHEREAS, Monroe County, Key West, Marathon, Islamorada, Key Colony Beach and Layton were determined by the State Legislature to be areas containing, or having a significant impact upon, environmental or natural resources of regional or statewide importance that is so environmentally sensitive and fragile, that Monroe County, Marathon, Islamorada, Key Colony Beach and Layton were designated by the State as the Florida Keys Area of Critical State Concern pursuant to Sections 380.05, Florida Statutes, and Key West was designated as the City of Key West Area of Critical State Concern pursuant to Chapter 28, FAC; and

WHEREAS, in 2016 the Florida Legislature further enacted the Florida Keys Stewardship Act (FKSA), in order to promote the protection of the off-shore and near shore environment in the Florida Keys through the implementation of "projects that protect, restore, or enhance nearshore water quality and fisheries, such as stormwater or canal restoration projects, projects to protect water resources available to the Florida Keys," and

WHEREAS, since the adoption of the FKSA the State of Florida has provided $149,333,333 dollars for the implementation of water quality protection projects in the Florida Keys, and

WHEREAS in 2026 the Florida Legislature provided $20 million dollars for the implementation of the FKSA subject to the following conditions; "The funds shall be held in reserve. The department is authorized to submit budget amendments requesting release of funds pursuant to the provisions of chapter 216, Florida Statutes. The release of funds is contingent upon the submission of a newly executed interlocal agreement among, at a minimum, the Village of Islamorada, the Key Largo Wastewater Treatment District, the City of Marathon, the Monroe County/Florida Keys Aqueduct Authority, the City of Key West, and Key Colony Beach, to finance or refinance the cost of constructing sewage collection, treatment, and disposal facilities, building projects that protect, restore, or enhance nearshore water quality and fisheries, such as stormwater or canal restoration projects and projects to protect water resources available to the Florida Keys, or for the purpose of land acquisition within the Florida Keys Area of Critical Concern as authorized pursuant to section 259.045, Florida Statutes, with increased priority given these acquisitions that achieve a combination of conservation goals, including protecting Florida's water resources and natural groundwater recharge."

WHEREAS, this Agreement details and specifies the distribution of the funds allocated by the legislature in 2026, as well as, future funding provided by the State for the implementation of the FKSA that the Parties have determined to be, and have agreed would be fair and equitable to all Parties.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, and other valuable consideration, the sufficiency and receipt of which is acknowledged by all of the Parties, the Parties hereby agree as follows:

1. **DEFINITIONS.**

As used herein, the following terms shall have the following meanings, unless the context clearly otherwise requires:

Agreement shall mean this Interlocal Agreement.

Authorized Officer shall mean the Mayors of the County, Key Colony Beach, Key West, Islamorada, and Marathon, the Chairperson of the Board of the KLWTD and the Chairperson of the FKAA or his designee.

Department shall mean the Florida Department of Environmental Protection.

Fiscal Year shall mean the State of Florida fiscal year, i.e., the period commencing on July I of each year and continuing through the next succeeding June 30, or such other period as may be prescribed by law.

Fund. Funds or Funding shall mean the funds allocated by the Florida Legislature for the implementation of the Florida Keys Stewardship Act, through the General Appropriations Act, and consistent with any limitations of restrictions specified therein.

Party or Parties shall mean the signatories to this Agreement, individually or collectively (to wit: the County, FKAA, Key Colony Beach, Key West, Layton, KLWTD, Islamorada, and Marathon.

State shall mean the State of Florida.

2. **RECITALS.**

The recitals set forth above are true and correct and are hereby incorporated in this Agreement.

3. EFFECTIVE DATE AND TERM.

(a) This Agreement shall take effect on the date it is fully executed by the Authorized Officer of all of the Parties.

(b) This Agreement shall continue in full force and effect until this Agreement is terminated by the mutual consent of all of the Parties, in writing.

4. **DISTRIBUTION OF FUNDS.**

(a) Funds allocated by the State for the implementation of the Florida Keys Stewardship Act shall be distributed in accordance with the distribution schedule set forth in the following table:

Proposed Stewardship 5 Year Interlocal Agreement Funding Allocations							
Entity	Y1/FY26-27	Y2/FY27-28	Y3/FY28-29	Y4/FY29-30	Y5/FY30-31		
						If no one can spend their annual allocation, how do we re-distribute?	Percentage of Distribution
Monroe County	$ 5,000,000	$ 3,200,000	$ 5,000,000	$ 5,000,000	$ 5,000,000	Everyone agreed:	25%
KLWTD*	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	Use percentage for re-distributi	13%
FKAA*	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000		15%
City of Key West	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000		15%
City of Marathon	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000		13%
Village of Islamorada	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000		13%
City of Key Colony Beach	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 1,500,000		8%
City of Layton	$ -	$ 1,800,000	$ -	$ -	$ -		1
	$ 20,000,000	$ 20,000,000	$ 20,000,000	$ 20,000,000	$ 20,000,000		

(b) In the event the State appropriates less than the anticipated $20 million in fiscal years (years 2 – 5), all such Funding received shall be distributed to the Parties on a pro rata basis pursuant to the distribution schedule as set forth in paragraph 4. (a) above.

(c) If any entity is not able to execute an agreement with DEP for any reason, then the funds allocated to that entity will be reallocated, on a pro rata basis, to the remaining entities based on the percentage indicated in the distribution schedule above.

5. **UTILIZATION OF FUNDING.**

(a) Any FKSA Funds received by the Parties from the State shall be utilized by the Parties to: finance or refinance the cost of constructing sewage collection, treatment, and disposal facilities, building projects that protect, restore, or enhance nearshore water quality and fisheries, such as stormwater or canal restoration projects and projects to protect water resources available to the Florida Keys, or for the purpose of land acquisition within the Florida Keys Area of Critical Concern as authorized pursuant to section 259.045, Florida Statutes, with increased priority given these acquisitions that achieve a combination of conservation goals, including protecting Florida's water resources and natural groundwater recharge. or any other lawful purpose in accordance with the laws, statutes, rules, and regulations promulgated by the State with reference to the expenditure of any such Funds.

(b) For FY 26-27 funding each entity shall work with the department independently to identify projects and receive their funding per the distribution schedule set forth in section 4. (a) above.

(c) In order to ensure compliance with paragraph 5. (a) above for every year thereafter the County on behalf of the Parties, shall by November 1, submit to the Department a list of proposed projects, and sufficient information about each of these, to permit the Department to confirm their eligibility for Funding, prior to submitting these to the Legislature pursuant to the provisions of chapter 216, F.S. In order for the County to meet this deadline/requirement in this subsection, the parties agree to submit their project list to the County by October 1, each year thereafter.

(d) Should the Department determine that a project does not meet the provisions of paragraph 5. (a) above, the Party will have the opportunity to work with the Department to identify a suitable replacement. If an entity cannot come to agreement with DEP for suitable replacement project(s) by December 1 of each year, then those funds shall be allocated to the other parties per the percentages set out in the distribution schedule set forth in section 4. (a).

6. **NO GUARANTEED DISTRIBUTION AMOUNT.**

The amount of Funding to be received by each Party pursuant to this Agreement is dependent upon:

(a) the amount of Funding actually received from the State,

(b) the restrictions and requirements set forth in Section 215.619, Florida Statutes, as well as the bonding, appropriations, and distribution processes of the State, and

(c) Paragraph 4 of this Agreement.

7. **JOINT COOPERATION**

The Parties agree to cooperate and to use their best efforts and their joint resources to advocate for the appropriation and distribution of the $20 million FKSA Funds to the Parties. Toward that end:

(a) The parties agree to utilize their state lobbyist(s) (if applicable) to request the State Legislature and the Governor to approve and appropriate the FKSA Funds to the Parties pursuant to Paragraph 4a and in accordance with this Agreement.

(b) The parties agree to coordinate their lobbying efforts and to work in good faith with each other. In exercising "good faith", a party shall not lobby against the interests of the other parties as it pertains to FKSA funds. Each party shall make reasonable efforts to keep the other parties advised of their own lobbying activities as it relates to State water project funding.

8. **RECORDS - ACCESS AND AUDITS.**

All Parties shall maintain adequate and complete records for a period of five years after each Annual Allocation. Each Party, its officers, employees, agents and contractors shall, upon proper request, have access to the books, records, and documents of the other Parties, related to

this Agreement. The access to and inspection of such books, records, and documents by the Parties shall occur at a reasonable time upon reasonable notice.

9. **ASSIGNMENT.**

No Party may assign this Agreement or any of its obligations under this Agreement without the approval of the other Parties. All the obligations of this Agreement will extend to and bind the legal representatives, successors and assigns of all of the Parties.

10. **SUBORDINATION.**

This Agreement is subordinate to the laws and regulations of the United States, and the State of Florida, whether in effect on commencement of this agreement or adopted after that date.

11. **INCONSISTENCY.**

If any item, condition or obligation of this Agreement is in conflict with other items in this Agreement, the inconsistencies shall be construed so as to give meaning to those terms which limit the responsibility and liability of each Party.

12. **NOTICES.**

Unless otherwise specified, all Notices must be sent by certified mail to the following:

FLORIDA KEYS AQUEDUCT AUTHORITY:
Executive Director
1100 Kennedy Drive
Key West, FL 33040

KEY WEST:
City Manager
1300 White Street
Key West, FL 33040

ISLAMORADA VILLAGE OF ISLANDS :
Village Manager
868000 Overseas Highway
Islamorada, Florida 33036

LAYTON :
City Manager
68280 Overseas Highway
Layton FL 33001

KEY COLONY BEACH:
Mayor, Key Colony Beach
P.O. Box 510141
Key Colony Beach, FL 33051-0141

MARATHON
City Manager
9805 Overseas Highway
Marathon, FL 33050

MONROE COUNTY
County Administrator
1100 Simonton Street, Suite 205
Key West, FL 33040

KEY LARGO WASTEWATER TREATMENT DISTRICT
General Manager
PO Box 491

& Key Largo, Florida 33037
County Attorney
P.O. Box 1026
Key West, FL 33041-1026

13. **NON-RELIANCE BY NON-PARTIES.**

No Non-Party entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement or benefit of any service or program contemplated hereunder, and each Party agrees that neither the Party nor any officer, agent, or employee of the Party shall have the authority to inform, counselor otherwise indicate that any particular individual or groups of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to or superior to the community in general or for the purposes contemplated under this Agreement.

14. **HEADINGS.**

The headings and other captions contained in this Agreement are provided for reference and convenience purposes only and are in no way intended to describe, interpret, define, expand, or limit the scope, extent, or intent of this Agreement, or any provision hereto.

15. **IMPLEMENTING ACTIONS OF THE PARTIES.**

The Parties shall take any and all necessary and appropriate actions relating to the implementation of this Agreement.

16. **DISPUTE RESOLUTION**.

With respect to any dispute, claim, or controversy arising out of or relating to this Agreement, or any Party's performance thereof, or the breach, termination, enforcement, interpretation or validity thereof, the Parties shall utilize the process for dispute resolution set forth in Chapter 164, known as the "Florida Governmental Conflict Resolution Act".

17. **ATTORNEYS' FEES AND COSTS**.

In the event there is litigation arising under or related to Agreement, each Party shall pay its own attorneys' fees and costs and expenses incurred in enforcing the Agreement including any appellate attorney's fees.

18. **GOVERNING LAW; VENUE**.

This Agreement shall be governed by and construed according to the laws of the State of Florida and venue shall be proper exclusively in Monroe County.

19. **HOLD HARMLESS**.

Each party, as a state agency or subdivision of the State of Florida, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, or intentional tortuous acts, which result in claims or suits against any other party to this agreement, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortious acts.

Nothing contained in this Section shall be construed to be a waiver by any of the party's of any protections under sovereign immunity, Section 768.28 Florida Statutes, or any other similar provision of law. Nothing contained herein shall be construed to be a consent by any of the party's to be sued by third parties in any matter arising out of this or any other Agreement.

20. **COUNTERPARTS**.

This Agreement may be executed in any number of counterparts and by each Party on separate counterparts, each of which, when so executed and delivered, shall be an original and all of which shall together constitute one and the same Agreement. Signature pages may be detached from the various counterparts and attached to a single copy of this document to physically form one document. An electronic version of any signature shall be deemed an original for all purposes.

21. **JOINT PREPARATION**.

The preparation of this Agreement has been a joint effort of the Parties, and this Agreement has been carefully reviewed by the Parties. Therefore this Agreement shall not, solely as a matter of judicial interpretation, be construed more severely against one of the Parties than the other.

22. **FULL UNDERSTANDING**.

This Agreement is the Parties' final mutual understanding regarding the subject matter hereof. It replaces and supersedes any earlier prior and contemporaneous agreements or understandings, whether written or oral. This Agreement may be modified and amended only by written instrument executed by all the Parties hereto.

23. **INTERLOCAL AGREEMENT**.

This Agreement shall constitute an inter-local agreement pursuant to Section 163.01, Florida Statutes.

24. **PUBLIC ACCESS TO RECORDS.**

The parties shall allow and permit members of the public reasonable access to, and inspection of, all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the parties in conjunction with this Agreement.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their Authorized Officers and have affixed their corporate seals hereon.

(SEAL)
Attest: KEVIN MADOK, Clerk

By: _____
as Deputy Clerk

MONROE COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____
Mayor Michelle Lincoln

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND
RELIANCE OF MONROE COUNTY, FLORIDA ONLY:

By: _____
Pedro J. Mercado
Chief Assistant County Attorney

(SEAL)
ATTEST:

By: _____
Keri O'Brien
City Clerk

THE CITY OF KEY WEST, FLORIDA

By: _____
Mayor Danise Henriquez

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND
RELIANCE OF THE CITY OF KEY WEST, FLORIDA ONLY:

By: _____
Mayanne Downs
City Attorney

(SEAL)
ATTEST:

By: _____
Daine Clavier
City Clerk

THE CITY OF MARATHON, FLORIDA

By: _____
Mayor Lynny Del Gaizo

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND
RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:

By: _____
Steven Williams
City Attorney

(SEAL)
ATTEST:

By: _____
Silvia Roussin
City Clerk

THE CITY OF KEY COLONY BEACH

By: _____
Mayor Freddie Foster

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF KEY COLONY BEACH, FLORIDA ONLY:

By: _____
Dirk Smits
City Attorney

(SEAL)
ATTEST:

By: _____
Marne McGrath
Clerk

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____
Mayor Don Horton

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

By: _____
John Quick
Village Attorney

(SEAL)
ATTEST:

By: _____
Clerk

FLORIDA KEYS AQUEDUCT AUTHORITY

By: _____
Gregory W. Veliz as authorized by the Board of Directors

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE FLORIDA KEYS AQUEDUCT AUTHORITY ONLY:

By: _____
Shawn D Smith
General Counsel

(SEAL)
ATTEST:

By: _____
Mimi Young
City Clerk

CITY OF LAYTON, FLORIDA

By: _____
Mayor Bruce Halle

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF LAYTON, FLORIDA ONLY:

By: _____
Dirk Smits
City Attorney

(SEAL)
ATTEST:

By: _____
Clerk

KEY LARGO WASTEWATER TREATMENT DISTRICT

By: _____
Nicolas Rodriguez, Chairman

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT ONLY:

By: _____
Nick Mulick
General Counsel

Council Communication

To: Mayor and Village Council
From: Terry Abel, Fire Chief
Date: August 20, 2026
SUBJECT: **Resolution Approving Amendment Number 3 to the Village Emergency Medical Services Fee Schedule TAB 8**

Background:
The Village began running Emergency Medical Services (EMS) in the Village October 1, 1999. Village council adopted a resolution adopting the fees schedule and that fee schedule gets amended periodically to keep up with cost increases and market allowed rates to provide cost recover where possible for EMS services. The cost for transports must be changed via resolution however cost for mileage on transports can be adjusted via Village Manager's authority per the amendment adopted in February of 2015.

Analysis:
Current fee schedule needs to be brought to a higher rate with increased costs of all supplies, repair and maintenance costs and fuel expenses. Typically Village's Fire Rescue services aim to keep their rate schedule in line with Medicare fee schedule rates as they are an accepted industry number however our billing agencies believes that we should set the rate schedule at a slightly higher rate of 125% of the Medicare rates to come closer to market rates of other service providers in the area and the biller has not seen any significant push back from the insurance companies in billing at this rate and collecting cost recovery for the other agencies. Something that the Village also collects for is an additional fee of $100.00 for non-resident transports which equates to about 60% of our total transports annually.

Budget Impact:
The increase averages approximately $45 to $100 more per transport type and funds collected would return as cost recovery efforts via fire rescue. Via the amended rates/fees it is estimated to bring approximately $50,000.00 additionally into the General Fund.

Staff Impact:
Staff will work with the current contractor to ensure new rate schedule is in place and being applies moving forward.

Recommendation:
It is recommended that the Village Council pass and adopt the Resolution, thereby approving execution of Amendment No. 3 to the EMS Fee Schedule.

Attachments: 1. Resolution-Revising EMS fee schedule 2026

2. EMS.Fee Schedule 2026 Proposed Exhibit A

RESOLUTION NO. 26-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA AMENDING RESOLUTION NO. 15-02-14 TO REVISE THE VILLAGE'S EMERGENCY MEDICAL SERVICES FEE SCHEDULE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on October 1, 1999, Islamorada, Village of Islands (the "Village") began providing emergency medical services to residents and visitors within the Village; and

WHEREAS, the Village Council of Islamorada, Village of Islands ("Village Council") adopted Resolution No. 99-08-44 to implement an initial fee scheduled to offset the costs for providing basic and advance emergency life support services; and

WHEREAS, the fee schedule is amended from time to time by the Village Council to reflect the costs for providing emergency medical services; and

WHEREAS, on October 8, 2014, the Village Council adopted Resolution No. 14-10-70, thereby adopting a revised fee schedule for emergency medical services; and

WHEREAS, on February 13, 2015, the Village Council adopted Resolution No. 15-02-14, thereby adopting a revised fee schedule for emergency medical services; and

WHEREAS, the Village Council desires to amend Resolution Number 15-02-14 to revise the fees for EMS services in an effort to offset the costs of providing emergency services; and

WHEREAS, the Village Council finds that approval of this amendment is in the best interest of the Village.

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

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

Section 2. **Amending Resolution Number 15-02-14.** The Village Council hereby approves the amendment of Resolution No. 15-02-14 to revise the fee schedule for emergency medical services. The Village Council hereby authorizes the Village Manager to make automatic adjustments to the Fee Schedule mileage rate so as to equal the fees allowed by Medicare as set forth in Exhibit "A" hereto.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon its adoption.

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA:

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

PASSED AND ADOPTED this 20th day of AUGUST, 2026.

_____
DON HORTON, MAYOR

ATTEST:

_____
MARNIE MCGRATH, VILLAGE CLERK

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

_____
JOHN QUICK, VILLAGE ATTORNEY

Islamorada Village of Islands
Fire Rescue
86800 Overseas Highway
Islamorada, FL 33036

Ambulance Fee Schedule

PROCEDURE	DESCRIPTION	RATE PROPOSED
A0428	**BLS**	**$645.00**
	BLS NON RESIDENT	**$745.00**
A0429	**BLS EMERGENCY**	**$645.00**
	BLS/E NON RESIDENT	**$745.00**
A0426	**ALS1**	**$750.00**
	ALS1 NON RESIDENT	**$850.00**
A0427	**ALS1 EMERGENCY**	**$750.00**
	ALS1/E NON RESIDENT	**$850.00**
A0433	**ALS2**	**$950.00**
	ALS2 NON RESIDENT	**$1050.00**
A0425	**MILEAGE**	**$14.50/MI**
A0434	**SCT**	**$940.00**
	SCT NON RESIDENT	**$1040.00**
A0999	**Extrication**	**$250.00**

Council Communication

To: Mayor and Village Council
From: Alyssa Panzer, Grants and Environmental Coordinator
Date: August 20, 2026
SUBJECT: **Resolution Approving the Grant Agreement with U.S. DOT for Safe Streets and Roads for All Program TAB 9**

Background:
The Village applied for the USDOT's SS4A grant funding program in 2025. The intent of the program is to improve roadway safety and reduce traffic-related fatalities and serious injuries in your town. The Village ranked 15th out of 120 comparable-sized cities in Florida in serious pedestrian or bicyclist injuries and fatalities. The Village is pursuing a planning project for a Comprehensive Safety Action Plan. This includes seven mandatory components outlined in USDOT's Notice of Funding Opportunity, including a thorough safety data analysis; public engagement; list of priority projects; and a visually appealing Action Plan document containing the analysis and recommendations. The SS4A grant program requires a town to have a Safety Action Plan prior to applying for implementation funding for recommended projects in future years if funds are reallocated to the program.

Analysis:
The Village applied on June 23, 2025 and was notified of award December 23, 2025. The Village must enter into a grant agreement with USDOT before starting any work. The Village received the draft grant agreement August 10, 2026. Upon full execution, the Village will solicit proposals for the planning work. It is intended to take approximately 16-24 months.

Budget Impact:
The grant program requires a local match of 20%. The Village applied for a total project cost of $400,000.00 and was granted an award for $320,000.00 with a local match of $80,000.00. It is expected to span over the next two fiscal years. The Village has budgeted for this project for FY26/27, receiving initial support and pending final approval in September.

Staff Impact:
The Village's Grants and Environmental Coordinator will oversee the project, along with input from Public Works, and ensure compliance with federal grant requirements and the reimbursement process.

Recommendation:
Staff recommend approval of the SS4A grant agreement with USDOT.

Attachments: 1. Reso_USDOT_Grant Agreement_SS4A

2. Exhibit 1_Fed Award No. 693JJ32640739_Islamorada,FLSS4A25

RESOLUTION NO. 26

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING THE SAFE STREETS AND ROADS FOR ALL GRANT AGREEMENT WITH THE U.S. DEPARTMENT OF TRANSPORTATION FOR THE DEVELOPMENT OF A COMPREHENSIVE SAFETY ACTION PLAN; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") recognizes the importance of improving roadway safety and reducing traffic-related fatalities and serious injuries within the Village; and

WHEREAS, the United States Department of Transportation ("USDOT"), through its Safe Streets and Roads for All ("SS4A") program, provides funding to support local initiatives intended to improve roadway safety for all road users (including bicyclists and pedestrians) and advance transportation safety planning; and

WHEREAS, in June 2025, the Village applied for funding through the USDOT's SS4A program in the amount of Three Hundred and Twenty-Thousand dollars ($320,000.00) for safety action planning activities; and

WHEREAS, on December 23, 2025, the Village was notified of Grant Award in the amount of $320,000.00 for the project entitled "Islamorada, Village of Islands Comprehensive Safety Action Plan" (the "Project"); and

WHEREAS, the SS4A funding and subsequent Project will provide a framework for identifying transportation safety needs, evaluating risks, and developing strategies and projects intended to prevent roadway fatalities and serious injuries; and

WHEREAS, the Village must enter into a Grant Agreement with the USDOT to secure the funding award; and

WHEREAS, in August 2026, the Village received the Grant Agreement, provided hereto as Exhibit "1", for execution by the Village Manager; and

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

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

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

Section 2. Approval of Agreement. The Village Council hereby approves the Grant Agreement with USDOT, attached hereto as Exhibit "1", for funding through the Fiscal Year 2025 SS4A Grant Program for up to Three Hundred and Twenty Thousand dollars ($320,000.00) for the Project, together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. **Execution of Agreement**. The Village Manager is authorized to execute the Agreement on behalf of the Village, to execute any other required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Village Attorney.

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

Section 5. Authorization of Funds Expenditure. Notwithstanding the limitations

imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

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

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

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

PASSED AND ADOPTED THIS ___ DAY OF _____, 2026.

_____
DON HORTON, MAYOR

ATTEST:

_____
MARNE MCGRATH, VILLAGE CLERK

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

_____
JOHN J. QUICK, VILLAGE ATTORNEY

1. Federal Award No.
693JJ32640739

2. Effective Date
See No. 15 Below

3. Assistance Listings No.
20.939

4. Award To
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036

Unique Entity Id.: QEAKVK3HNFM5
TIN No.: 65-0830851

5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop W56-485
Washington, DC 20590

6. Period of Performance
Effective Date of Award – 24 months

7. Total Amount

Federal Share:	$320,000.00
Recipient Share:	$80,000.00
Other Federal Funds:	$0
Other Funds:	$0
Total:	$400,000.00

8. Type of Agreement
Grant

9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. 117–58, November 15, 2021)

10. Procurement Request No.
HSA260243PR

11. Federal Funds Obligated
$320,000.00

12. Submit Payment Requests To
See Article 5.

13. Description of the Project
Islamorada, Village of Islands FL Comprehensive Safety Action Plan

RECIPIENT
14. Signature of Person Authorized to Sign

_____
Signature Date
Name: Ron Saunders
Title: Village Manager

FEDERAL HIGHWAY ADMINISTRATION
15. Signature of Agreement Officer

_____
Signature Date
Name: Hector R. Santamaria
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE
FISCAL YEAR 2025 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**") and the Islamorada, Village of Islands (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("**SS4A**") Grant for the Islamorada, Village of Islands Comprehensive Safety Action Plan.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2025 Safe Streets and Roads for All ("SS4A") Grant Program," dated January 22, 2026 which is available at https://www.transportation.gov/grants/ss4a/grant-agreements under "Fiscal Year 2025." Articles 7–33 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

(b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: Islamorada, Village of Islands Comprehensive Safety Action Plan

Application Date: 06/23/2025

2.2 Award Amount.

SS4A Grant Amount: $320,000.00

2.3 Federal Obligation Information.

Federal Obligation Type: Single

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning and Demonstration

ARTICLE 3
SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

Narrative: This award is for an action plan.

The Village envisions a 24-month effort to produce the comprehensive Safety Action Plan. The scope of work will include all seven components of a Safety Action Plan outlined in Table 1 of the Notice of Funding Opportunity. Highlights include a thorough safety data analysis; a phased set of public engagement; list of priority projects or actions for near term implementation; and a visually compelling Action Plan document containing the analysis and recommendations to achieve Vision Zero goals. The plan shall identify innovative solutions from robust collaboration. It is anticipated to identify evidence-based, low-cost, high-impact strategies that can be implemented quickly to achieve corridor safety for all road users.

The project will be completed in one phase.

3.2 Project's Estimated Schedule.

Action Plan Schedule

Milestone	Schedule Date
Planned Final Plan Publicly Available Date:	12/31/2027
Planned SS4A Final Report Date:	3/31/2028

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	$320,000.00
Other Federal Funds:	$0
State Funds:	$0
Local Funds:	$80,000.00
In-Kind Match:	$0
Other Funds:	$0
Total Eligible Project Cost:	$400,000.00

(b) Cost Classification Table

[RESERVED]

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4
CONTACT INFORMATION

4.1 Recipient Contact(s).

Alyssa Panzer
Grants and Environmental Coordinator
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036
305-664-6447
Alyssa.panzer@islamorada.fl.us

4.2 Recipient Key Personnel.

Name	Title or Position
Alyssa Panzer	Village Grants and Environmental Coordinator
Hatti Jenkins	Village Finance Director
Ron Saunders	Village Manager
Peter Frezza	Village Environmental Resource Manager
Andrew Engelmeyer	Village Public Works Director

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: W56-485
1200 New Jersey Avenue, S.E.
Washington, DC 20590
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Competitive Grants and Workforce Programs
HACG-30, Mail Stop W51-232
1200 New Jersey Avenue, S.E.
Washington, DC 20590
HCFASS4A@dot.gov

and

Division Administrator – Florida
Agreement Officer's Representative (AOR)
3500 Financial Plaza, Suite 400
Tallahassee, FL 32312
(850) 553-2200
Florida.FHWA@dot.gov

and

Jose J. Ortiz
Florida Division Office Lead Point of Contact
Project Delivery Team Leader
3500 Financial Plaza, Suite 400
Tallahassee, FL 32312
(850) 553-2239
jose.j.ortiz@dot.gov

ARTICLE 5
USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Competitive Grants and Workforce Programs

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the "AO") are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

5.2 Reimbursement Requests

(a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.

(b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

(c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "**AOR**") may withhold processing that request until the Recipient provides sufficient detail.

(d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.

(e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

(f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6
SPECIAL GRANT TERMS

6.1 SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.

6.2 The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and

guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

6.3 SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.

6.4 The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.

6.5 There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: Islamorada, Village of Islands
Baseline Measurement Date: N/A
Baseline Report Date: N/A

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B
CHANGES FROM APPLICATION

Scope: N/A

Schedule: The period of performance changed from 16 months listed in our SF-424 to 24 months based on the recommendation by program administration staff to ensure ample time for procurement of a contractor, public engagement, the adoption of the action plan, as well as final reporting.

Budget: N/A

ATTACHMENT C
[RESERVED]

ATTACHMENT D
[RESERVED]

ATTACHMENT E
LABOR AND WORK

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with "X" in the following table align with the application:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. *(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)*
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. *(Describe the training programs in the supporting narrative below.)*
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. *(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)*
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including union participation or project labor agreements which promote cost-effectiveness and open competition. *(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)*
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. *(Describe the partnership and workforce strategies in the supporting narrative below.)*
X	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. *(Describe those actions in the supporting narrative below.)*
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. *(Identify the relevant actions from schedule B in the supporting narrative below.)*
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

The Village of Islamorada has the necessary internal controls in place to comply with or exceed Davis-Bacon Act prevailing wage requirements to create good-paying jobs. The Village addresses the education of workers on their rights under the National Labor Relations Act, the Davis-Bacon Act, Title VII, and whistleblower protection laws, including the right to report safety violations free from intimidation through distribution of materials on workplace rights by the Contractor at job sites. The Village encourages Contractors to target underrepresented populations in the infrastructure workforce by engaging with trusted community organizations and unions that serve them. The Village encourages Contractors to use local and economic hiring preferences based on geographic areas or characteristics of economically disadvantaged workers.

ATTACHMENT F
CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE

1. Efforts to Strengthen the Security and Resilience of Critical Infrastructure Against Both Physical and Cyber Threats.

The Recipient states that rows marked with "X" in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.
X	Not applicable. Grant does not require the purchase of information technology or operational technology.

2. Supporting Narrative.

N/A. Grant does not require the purchase of information technology or operational technology.

Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: August 20, 2026
SUBJECT: **Resolution Approving the Ranking and Recommendation of the RFP 26-06 Evaluation Committee and Authorization to enter into an Agreement with Adventure Environmental, Inc. for the Canal 145 Restoration Project TAB 10**

Background:
Using results from the Canal Management Master Plan and the Village's updated canal water quality ranking evaluation, the Village proposes moving forward with an organic removal and backfill restoration project at Canal #145. Canal 145 is located on the Atlantic side of Lower Matecumbe Key and runs parallel between Columbus and Cortez Drives. Based on data collected during canal restoration monitoring, the following conclusions were drawn about the backfilling technology: This technique resulted in an immediate change in the canal's water quality by significantly improving the water column's dissolved oxygen content. Studies concluded that water quality in deep residential canals cannot be improved without reducing canal depth.

This project would continue the Village's commitment to canal restoration project(s) for water quality improvement within canals and near shore waters. It also meets requirements included within Florida Commerce's amended Chapter 28-19 Land Planning Regulations for the Florida Keys Area of Critical State Concern, which includes a rule for implementation of a Canal Restoration Work Program. Canal restoration is an important and vital step in the Village's continued dedication to improve the overall quality of the nearshore waters and will have a beneficial impact on the property values along the canal. The results of the project will not only provide a healthy environment for canal residents but will also result in a more hospitable environment for sensitive aquatic organisms to propagate.

Analysis:
On June 2, 2026, the Village issued Request for Proposals (RFP) 26-06 to solicit proposals from qualified firms to furnish all necessary supervision, labor, tools, parts, and equipment required to complete the Canal 145 backfill restoration project. RFP 26-06 was issued in accordance with Sec. 2-327(b) and (c)(4) of the Village's Purchasing Guidelines in the Village Code of Ordinances. RFP 26-06 was published on DemandStar.com and on the Village's website from June 2, 2026, through the submittal deadline of July 7, 2026, and notices were posted on the Village's Facebook page and in a local newspaper. To answer questions posed about the RFP, Addendums were published on June 9, June 10, June 22, June 24 and June 30.

The Village received seven (7) proposals in response to RFP 26-06. The seven proposals

which include their cost proposals are provided on the Village's website in the Civic Clerk Public Meeting Portal. To evaluate and rank the proposals, an Evaluation Committee (the "Committee") was established by the Village Manager. The evaluation committee was comprised of Environmental Resources Manager Peter Frezza, Grant Coordinator Alyssa Panzer and Public Works Coordinator Natalie Keene.

The seven responsive proposals were reviewed and scored by the Committee in a publicly noticed meeting on July 22, 2026. A maximum of 100 points were available in the scoring system per Committee member, for a total maximum score by the Committee of 300 points. The minutes from the evaluation committee's meeting are provided as Exhibit "B". The Committee ranked the proposals as follows according to the criteria and point system provided in the RFP.

Rank	Proposer/Firm Name	Points
1	Adventure Environmental Inc.	289
2	Blue Terra	249
3	Earth Tech Enterprises Inc.	243
4	LPS Contracting	234
5	WB Williamson Bros. Inc.	214
6	Sea & Shoreline Aquatic Restoration	212
7	Dickerson Florida Inc.	134

Adoption of the proposed Resolution would authorize the Village Manager and Village Attorney to enter into an agreement with Adventure Environmental Inc. ("AEI") for the requested services at a not to exceed cost of $2,093,000 and authorizes the Village Manager to expend budgeted funds. The proposal from AEI which includes their bid tabulation is provided as Exhibit "A" to the Agreement.

Budget Impact:
The proposed Fiscal Year 2026-2027 Capital Project Fund Budget includes $2,615,000 for the Canal #145 restoration project. The Village has accepted a grant award from the Florida Department of Environmental Protection ("FDEP") in the amount of $2,114,349 through the Florida Keys Stewardship Act to fund this project. The Village will be transferring unused funds from a current grant (KG002) with the FDEP to cover the remaining expenses. The project is also eligible for reimbursement through the Florida Keys Water Quality Improvement Program.

Staff Impact:
Village staff would move forward with finalizing terms of a Professional Services Agreement with the selected vendor for the services. Village staff, including the Environmental Resources Manager, would communicate with AEI to coordinate timing of the services and inspect the work during the project. The Village Finance Department and Environmental Resources Manager would track expenditures.

Recommendation:

It is recommended that the Village Council adopt the proposed resolution approving the final rankings and recommendations of the Committee and authorizing the Village Manager and Village Attorney to negotiate a professional services agreement for the requested services.

Attachments:

1. Resolution_RFP 26-06_Canal 145 Restoration_082026
2. Exhibit A_Adventure Environmental Proposal_RFP 26-06
3. Exhibit B_Minutes-evaluation_committee_RFP_26-06
4. BlueTerra Proposal for RFP 26-06 Canal 145 Organic Removal & Backfill Restoration Project - 7-7-26 - Final Submitted
5. Dickerson Florida Inc.
6. LPS
7. Sea Shoreline LLC RFP 26-06 Canal 145 Organic Removal and Backfill Restoration Project
8. WB Williamson Bros

RESOLUTION NO. 26-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 26-06 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR THE CANAL 145 BACKFILL RESTORATION PROJECT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE PROJECT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village"), has committed to canal restoration efforts with the goal of improving water quality conditions within canals and nearshore waters as outlined in the Village's Canal Management Master Plan; and

WHEREAS, through monitoring efforts, backfilling has been identified as the most effective canal restoration technology; and

WHEREAS, the Village has completed the feasibility evaluation, data collection, design, and permitting for the organic removal and backfilling of Canal 145 on Lower Matecumbe Key; and

WHEREAS, on June 2, 2026, the Village issued Request for Proposals (RFP) 26-06 to solicit proposals from qualified firms to furnish all necessary supervision, labor, tools, parts, and equipment required to complete the Canal 145 restoration project ("Project") utilizing the engineered construction plans provided by the Village; and

WHEREAS, the Village Manager established an Evaluation Committee (the "Committee") to review responsive proposals and make a recommendation to the Village Council for the selection of a professional to complete the Services; and

WHEREAS, the Committee reviewed the seven responsive proposals received using the selection criteria detailed in RFP 26-06 and recommends selection of the highest-ranked proposal from Adventure Environmental Inc. for construction of the Project for an amount not to exceed Two Million Ninety-three Thousand Dollars ($2,093,000); and

WHEREAS, the Village Council finds that approval and selection of Adventure Environmental Inc. for the Project is in the best interest of the Village and its residents.

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

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

Section 2. Approval of Selection. The Village Council hereby approves the ranking of the proposals provided by the Committee and approves the selection of Adventure Environmental to complete the Project at Canal 145.

Section 3. Authorization of Village Officials. The Village Manager or designee and the Village Attorney are authorized to negotiate an agreement with Adventure Environmental Inc. for an amount not to exceed Two Million Ninety-three Thousand Dollars and Zero Cents ($2,093,000.00) to construct the Project.

Section 4. Execution of Agreement. The Village Manager is authorized to execute the Agreement with Adventure Environmental Inc. on behalf of the Village, to execute any other required documents to implement the terms and conditions of the Agreement, and to execute any extension or amendments to the Agreement, subject to approval as to form and legality by the Village Attorney. If such negotiations are unsuccessful, then the Village Manager or designee and the Village Attorney are authorized to negotiate with the second ranked contractor.

Section 5. **Authorization of Fund Expenditures.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is hereby authorized to expend budgeted funds for the Project.

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

Remainder of the page intentionally left blank.

Motion to adopt by _____, seconded by _____.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

_____
DON HORTON, MAYOR

ATTEST:

_____
MARNE MCGRATH, VILLAGE CLERK

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

_____
JOHN J. QUICK, VILLAGE ATTORNEY

ADVENTURE
ENVIRONMENTAL INC.
Land and Sea Engineering Contractors
AEI
160 Georgia Ave.
Tavernier, FL 33070
305-321-5669 cell
adventure@4aei.com
www.4AEI.com

Exhibit A

To: Islamorada, Village of Islands
Attn: Village Clerk
86800 Overseas Highway
Islamorada, Florida 33036

CANAL 145 ORGANIC REMOVAL AND BACKFILL RESTORATION PROJECT
(RFP 26-06)

COVER PAGE

Village of Islamorada Canal #116 In-Progress Photo

Proposer:
Adventure Environmental, Inc.
160 Georgia Ave.
Tavernier, FL 33070
(305) 321-5669 cell
(305) 252-5962 fax
www.4AEI.com

Key Contact/Project Manager: Gregory Tolpin, (305)321-5669 Greg@4AEI.com
State of Florida Certified General Contractor: CGC 1506411 expires 08/31/2028

ADVENTURE
ENVIRONMENTAL INC.
Land and Sea Engineering Contractors
160 Georgia Ave.
Tavernier, FL 33070
305-321-5669 cell
www.4AEI.com

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SECTION 1. COVER LETTER

Adventure Environmental, Inc., AEI, is pleased to provide Islamorada, Village of Islands (the Village), Village Clerk, with this proposal for Canal 145 Organic Removal and Backfill Project (RFP 26-06). AEI is your local upper keys Marine Environmental contracting firm.

a.) Proposers understanding of the project

AEI understands the scope of work and engineer's plans detailed in the RFP 26-06 to provide all necessary expertise, personnel, tools, materials, equipment, and supervision to complete the Canal 145 Project in a timely and responsive timeframe, including staging area set up, management and restoration, dredging operation and legal disposal of dredge material, backfilling operations, and the importance of the residents/homeowner's support and satisfaction. AEI has established relationships with aggregate material companies to procure the required materials for the backfilling of Canal 145. AEI also has a 29 year working knowledge of Islamorada waterways and the experience in utilizing measurements to control turbidity and protect T&E species during construction operations. Communication and flexibility will be key highlights of our contractual relationship on this project.

b.) Proposer's qualifications to construct project

AEI was founded July of 1997 in Key Largo by the same management team that stands today with the specific purpose of positively influencing the marine waters of the Florida Keys. For twenty-nine years AEI has been hired and successfully completed hundreds of marine environmental and water quality restoration projects in Monroe County for many local state and federal clients such as Monroe County, Dept. of Interior NPS, State of FL DEP, NOAA/FKNMS, Dept. of Defense and SFWMD.

AEI holds the following Licenses & Certifications:

- State of FL Certified General Contractor: CGC 1506411
- State of FL Certified Underground Utility & Excavation Contractor: CUC 1223905
- State of FL DEP Qualified Mangrove Trimmer: QMT-031/QMT-032
- OSHA 30/40 Construction and Hazardous Safety Cert: AEI-2

AEI's extensive experience in working with heavy equipment and barges, muck removal/dredging operations, transportation and placement of large aggregates. canal restoration backfilling and water quality improvement projects includes:

- Installing temporary sediment and erosion controls
- Delineating and constructing staging areas, including temporary fencing, and site restoration back to original or better conditions prior to work.
- Following technical specifications for dredging, aggregate placement and backfilling according to contract plans
- Heavy equipment and barge operations
- Transportation and placement of aggregates and removal, transport and disposal of organic material
- Completing bathymetric surveys to demonstrate completion of project according to plans
- Following Best Management Practices for T&E species protection and water quality control measures.
- Working closely with Project owners and engineers to ensure success of project, obtaining final approval and stabilizing work area to improved conditions prior to Project.

AEI was selected by competitive solicitation, and in 2025 successfully completed Canal 147 Organic Removal and Backfill Restoration Project for the Islamorada, Village of Islands, which is the same scope and area to Canal 145. AEI was also recently awarded by competitive solicitation the Monroe County Canal 82 Organic Removal and Backfill Project to commence July 2026.

AEI owns our fleet of barges, watercraft, heavy equipment, and trucks all staged out of our owned commercial waterfront facility located in Tavernier, which will be fully available for this project for storing/staging materials and equipment.

AEI is a State of Florida Sub-Chapter S Corporation with a Federal Employer Identification Number of 65-0768539 established July of 1997. AEI does submit this proposal as Prime Contractor with no teams or subcontractors.

c.) Total number of professional staff assigned to project

Our Project Team consist of ten (10) staff members assigned to this project. Our team consists of two (2) Management staff and Administration and eight (8) field staff members that include Project Field Supervisor, Foreman, Equipment Operators and Environmental Technicians. Our team has successfully completed numerous projects in Monroe County together twenty-nine (29) years. All operations for the project will run out of our local waterfront commercial yard in Tavernier, FL. Our Project Management Team is listed below along with primary contact information Project Management.

Management Staff:

- Chief Superintendent: Christopher Colarusso (305) 321-7990
- Project Manager: Gregory Tolpin (305) 321-5669 (Primary Point of Contact)

d.) Examples of similar projects completed

Adventure Environmental, Inc. has successfully completed hundreds of projects in Monroe County, including Islamorada. of similar scope and complexity including canal backfilling and organic muck removal, processing and disposal and advanced turbidity controls with a history of zero (0) safety and/or environmental violations.

Most recently (2025), AEI completed the Canal 147 Organic Removal and Backfill Project for the Village of Islamorada (Village), which included the removal of 1,800 CY of muck and the backfilling of 1,950 CY of aggregates, utilizing barges and heavy equipment while controlling and monitoring water quality and T&E species. In 2023, AEI was awarded and completed the Canal 116 Backfill Restoration Project for the Village which included backfilling of the canal with 10,000 CY of aggregates.

AEI previously completed Canals 25, 28, 29, 75, 83, 84 and 90 Water Quality Improvement Projects for Monroe County, which were all backfilling and/or backfilling and organic removal projects. These seven (7) projects alone total over 8,500 CY of organic muck removal, processing/disposal and 200,000 CY of backfilling via barge.

AEI also completed 12,000 CY of sand and muck removal along with more than 16,000 CY of debris removal out of 247 canals in Monroe County, including 26 canals in The Village, from Key West to the Monroe/Dade County line under a program funded by the NRCS and managed by Monroe County for Post-Irma marine debris and sediment removal. This project included 12,000 CY of sediment removal from 10 different canals, including (3) in The Village.

Below are examples of similar projects AEI has successfully completed highlighting AEI's wide range of experience and qualifications of similar scope to this project, as they are all coastal environmental marine projects requiring barges and heavy equipment to transport and place aggregates and materials into and removing organic material from the fragile waters of Monroe County, controlling and monitoring water quality in Florida Outstanding Waters and threatened and endangered species.

Project Name:	*Islamorada,Village of Islands Canal 147 Organic Removal, Backfill and Air Curtain Restoration Project*
Owner:	Islamorada, Village of Islands
Duration:	NTP: 09/24 Completion: 05/2025
SOW:	**Organic Muck Removal 2,505 CY and Backfilling Canal with 1,919 CY of aggregates** • Controlling and monitoring water quality and T&E species • Work conducted via barges with heavy equipment • Installation of floating turbidity controls • Staging area set up and restoration • Final surveys
Client Contact:	Peter Frezza, Environmental Resource Manager 305-664-6427 peter.frezza@islamorada.fl.us

Photo: Canal 147 Operations

Photo: Canal 147 Operations

Project Name:	*Islamorada,Village of Islands Canal 116 Backfill Restoration Project*
Owner:	Islamorada, Village of Islands
Duration:	NTP: 10/23 Completion: 12/2023
SOW:	**Backfilling Canal with 10,000 CY of aggregates** • Controlling and monitoring water quality and T&E species • Work conducted via barges with heavy equipment • Installation of floating turbidity controls • Staging area set up and restoration • Final surveys
Client Contact:	Peter Frezza, Environmental Resource Manager 305-664-6427 peter.frezza@islamorada.fl.us

Photo: Canal 116 Turbidity Controls

Photo: Canal 116 Backfilling Operations

Project Name: *Monroe County Water Quality Improvement Project Canal 90 Key Largo, FL*
Owner: Monroe County Board of County Commissioners
Duration: NTP: 03/24 Completion: 06/2024
SOW: **Backfilling Canal with 11,333 CY of aggregates**

- Controlling and monitoring water quality and T&E species
- Work conducted via barges with heavy equipment
- Installation of floating turbidity controls
- Staging area set up and restoration
- Final surveys

Client Contact: Rhonda Haag, Sustainability Director
305-395-9928
Haag-Rhonda@MonroeCounty-FL.Gov

Photo: Canal 90 Turbidity Controls

Photo: Canal 90 Backfill Operations

Project Name: *Monroe County Water Quality Improvement Project Canal 84 Key Largo, FL*
Owner: Monroe County Board of County Commissioners
Duration: NTP: 01/22 Completion: 05/22
SOW: **Hydraulic Dredging of 5,000 CY of organic muck and Backfilling canal with 6,000 CY of aggregates**

- Controlling and monitoring water quality and T&E species
- Work conducted via barges with heavy equipment
- Installation of floating turbidity controls
- Staging area set up and restoration
- Final surveys

Client Contact: Rhonda Haag, Sustainability Director
305-395-9928
Haag-Rhonda@MonroeCounty-FL.Gov

Project Name:	*Monroe County Water Quality Improvement Project Canal 83 Organic Removal, Backfill and Air Curtain Installation Key Largo, FL*
Owner:	Monroe County Board of County Commissioners
Date of Service:	NTP: 03/17 Completion: 09/2017
SOW:	**Organic removal 3,500 CY and Backfilling of 8,000 CY of aggregates** • Work conducted via barges with heavy equipment • Controlling and monitoring water quality and T&E species • Installation of floating turbidity controls • Staging area set up and restoration • Final surveys
Client Contact:	Rhonda Haag, Sustainability Director 305-395-9928 Haag-Rhonda@MonroeCounty-FL.Gov

Photo: Canal 83 Turbidity Controls

Photo: Canal 83 Organic Removal/Backfill Operations

Project Name:	*Backfill Restoration Water Quality Improvement Projects Canal #25 and #28 Key Largo, Monroe County FL*
Owner:	Monroe County Board of County Commissioners
Duration:	NTP: 07/22 Completion: 02/2023
SOW:	**Canal 25 and 28 were both awarded to AEI as two separate contracts and conducted simultaneously.** **Backfilling Canal 25 with 33,000 CY of aggregates** **Backfilling Canal 28 with 60,000 CY of aggregates** • Controlling and monitoring water quality and T&E species • Work conducted via barges with heavy equipment • Installation of floating turbidity controls • Staging area set up and restoration • Final surveys
Client Contact:	Rhonda Haag, Sustainability Director 305-395-9928 Haag-Rhonda@MonroeCounty-FL.Gov

Photo: Canal 28 Backfilling

Photo: Canal 25 Backfilling

Project Name:	Monroe County Water Quality Improvement Project Canal 75 Key Largo, FL
Owner:	Monroe County Board of County Commissioners
Duration:	NTP: 02/18 Completion: 09/2018
SOW:	**Backfilling Canal with 30,000 CY of aggregates** and air curtain demolition while controlling and monitoring water quality and T&E species. All work conducted via barges with heavy equipment.
Client Contact:	Rhonda Haag, Sustainability Director 305-395-9928 Haag-Rhonda@MonroeCounty-FL.Gov

Project Name: Canal 151 Hurricane Irma Sediment Removal Project
Owner: Islamorada, Village of Islands
Date of Service: 1/2020 – 3/2020
Scope of Work: Removal of **approximately 2,143 CY of accumulated sediment** to a maximum of -5 feet mean low water depth.

- Clearing upland staging site
- Removal of debris
- Turbidity curtain installation
- Mechanical dredging
- Usage of upland and barge-based excavators
- Removed sediment restored a private storm damaged property.
- T&E Species monitoring, control and compliance
- OFW water quality standards monitoring, control and compliance

Client Contact: Peter Frezza, Environmental Resources Manager
(305) 664-6427 office
Peter.Frezza@Islamorada.FL.US

Name of Project: Marine Debris and Sediment Removal as a Result of Hurricane Irma Phase V
Owner: NRCS/Monroe County/The Village of Islamorada
Date of Service: 1/2020 – 3/2020
Scope of Work: **Removal of approximately 700 CY of accumulated sediment from Canal 157, 1,395 CY of sediment from Canal 151. and 493 CY from Canal 148**.

- Usage barge mounted and land based heavy equipment
- Sediment transport and disposal of at the Marathon Golf Course
- Turbidity barrier installation
- Staging area set up and restoration
- T&E Species monitoring, control and compliance
- OFW water quality standards monitoring, control and compliance

Point of Contact: Greg Corning, P.E., Senior Engineer
(314) 920-8359 cell
Greg.Corning@WSP.com

Name of Project:	Marine Debris and Sediment Removal as a Result of Hurricane Irma Phase I -IV
Owner:	NRCS/Monroe County/The Village/City of Marathon
Oversight:	Wood Environmental
Date of Service:	08/2018 – 01/2020
Value:	$29,036,771.88
Scope of Work:	**Removal of approximately 16,000 CY of assorted Hurricane Irma related debris from 247 canals including 26 canals in The Village. Removal of approximately 7,500 CY of sediment removal from 9 different canals were successfully completed, including (3) in The Village.** • Utilized 12+ barges/watercraft, 80 personnel, 10 commercial (3) man dive teams and a fleet of heavy equipment, **simultaneously** over a 100-mile geographic area. • Set up and management of (4) for debris sorting • Lawful transport and disposal of debris • Hazardous sediment transport and disposal at a Class 1 lined landfill • T&E Species monitoring, control and compliance • OFW water quality standards monitoring, control and compliance
Point of Contact:	Rhonda Haag, Director of Sustainability (305) 453-8774 Office Haag-Rhonda@MonroeCounty-FL.Gov

e.) References: Clients for whom similar projects have been completed within the last two years

Project Name:	Islamorada, Village of Islands Canal 147 Organic Removal, Backfill and Air Curtain Restoration Project
Owner:	Islamorada, Village of Islands
Duration:	NTP: 10/24 Completion: 04/2025
SOW:	Backfilling Canal with 1,900 CY of aggregates and 2,205 CY of muck removal while controlling and monitoring water quality and T&E species. Work conducted via barges with heavy equipment.
Client Contact:	Peter Frezza, Environmental Resource Manager 305-664-6427 peter.frezza@islamorada.fl.us

Project Name:	Monroe County Water Quality Improvement Project Canal 90 Key Largo, FL
Owner:	Monroe County Board of County Commissioners
Duration:	NTP: 03/24 Completion: 07/2024
SOW:	Backfilling Canal with 16,000 CY of aggregates while controlling and monitoring water quality and T&E species. All work conducted via barges with heavy equipment.
Client Contact:	Rhonda Haag, Sustainability Director (see note below) 305-395-9928 Haag-Rhonda@MonroeCounty-FL.Gov

Project Name:	Islamorada, Village of Islands Founders Park Breakwater Repair and Restoration Project
Owner:	Islamorada, Village of Islands
Duration:	NTP: 08/24 Completion: 10/2024
SOW:	Placement of 3,000 tons of armor stone and 2,100 tons of aggregates while controlling and monitoring water quality and T&E species. 14,000 sf of asphalt pavement laid. All work conducted via barges with heavy equipment.
Client Contact:	Peter Frezza, Environmental Resource Manager 305-664-6427 peter.frezza@islamorada.fl.us

**Note: Monroe County secondary reference contact:
Greg Corning, P.E., Senior Engineer
(314) 920-8359 cell
Greg.Corning@WSP.com

This proposal for RFP 26-06 remains in effect for one hundred eighty (180) days.

Thank you,

Christopher Colarusso, President

SECTION 2. PROJECT APPROACH

Methodology

Project Approach:

Adventure Environmental, Inc., AEI, owns a fleet of barges ranging from 25' to 100' along with a full complement of support watercraft and heavy equipment all staged and available at *our commercial waterfront facility at 160 Georgia Ave., Tavernier, FL 33070*. A list of available equipment can be found at the end of this section.

AEI is able to store materials, supplies and equipment at its Tavernier location, which will be fully available for this project for contingency in case of having to demobilize for storms or any other significant stoppages requiring a demobilization and/or for use in stockpiling materials locally prior to and during construction to avoid any delays in work waiting on deliveries.

AEI has identified sourcing for all of the aggregates and other materials and supplies for this project and all are commercially available products that will be available regardless of timing of regulatory approvals, work stoppages and/or equipment failu*res.* Immediately following award AEI will begin the submittal process for all materials, supplies and documents to include but not limited to:

- Aggregate submittals with any required certifications and testing
- MOT & Haul Plan
- H & S Plan
- Quality Control Plan

Immediately after Notice To Proceed (NTP) AEI will conduct pre-work inspections, to include but not limited to, pre-construction video and pictures of Canal 145, staging area(s) and all docks/shoreline of our travel routes to and from the staging area(s). Our licensed land surveyor will layout the work providing benchmarks and elevation stakes throughout the work area and our construction team installs the necessary turbidity barriers and erosion and sedimentation controls, followed by or simultaneously constructing the staging area(s) as per the plans and technical specifications

Sequence of Major Activities:

- Install temporary erosion and sedimentation controls and maintain throughout project
- Construct staging area
- Conduct Organic removal and Backfill operations according to technical specifications and plans to include required surveys
- Obtain final approval, remove erosion and sedimentation controls and stabilize any area disturbed by their removal
- Restore staging area

After approval of the water quality, erosion, sedimentation controls and staging area construction, AEI will first remove all of the sediment identified on the plans via mechanical method utilizing our owned barge with mounted excavator; the sediment will be dewatered on the barge utilizing our custom made dewatering boxes and the dewatered sediment will be transported via the barge to the staging area where it will be mechanically removed via a long reach excavator and placed into dewatering boxes at the staging area which will be fully contained to prevent any silt and/or sediment from migrating from the

work area. Once the material is dewatered enough for transportation it will be loaded into dump trucks and transported to the landfill for final disposal. AEI will continually probe the top of sediment profile of areas worked to verify the required elevations have been reached as well as continually monitor the work area for turbidity and threatened and endangered species.

After verification via as-built survey from a Professional Land Surveyor that the required elevations have been reached and that all of the sediment has been removed and disposed of AEI will utilize the same excavator/barge system used in the sediment removal process to backfill the canal to the specified elevations on the plans. The aggregates will be hauled to the staging area and offloaded via long reach excavator and either placed into a landside contained staging/loading area or loaded directly onto the barge for precise placement. These operations are consistent with what AEI does on a daily basis and in 29 years of our continuous operation AEI has never encountered a reportable safety or negative environmental incident.

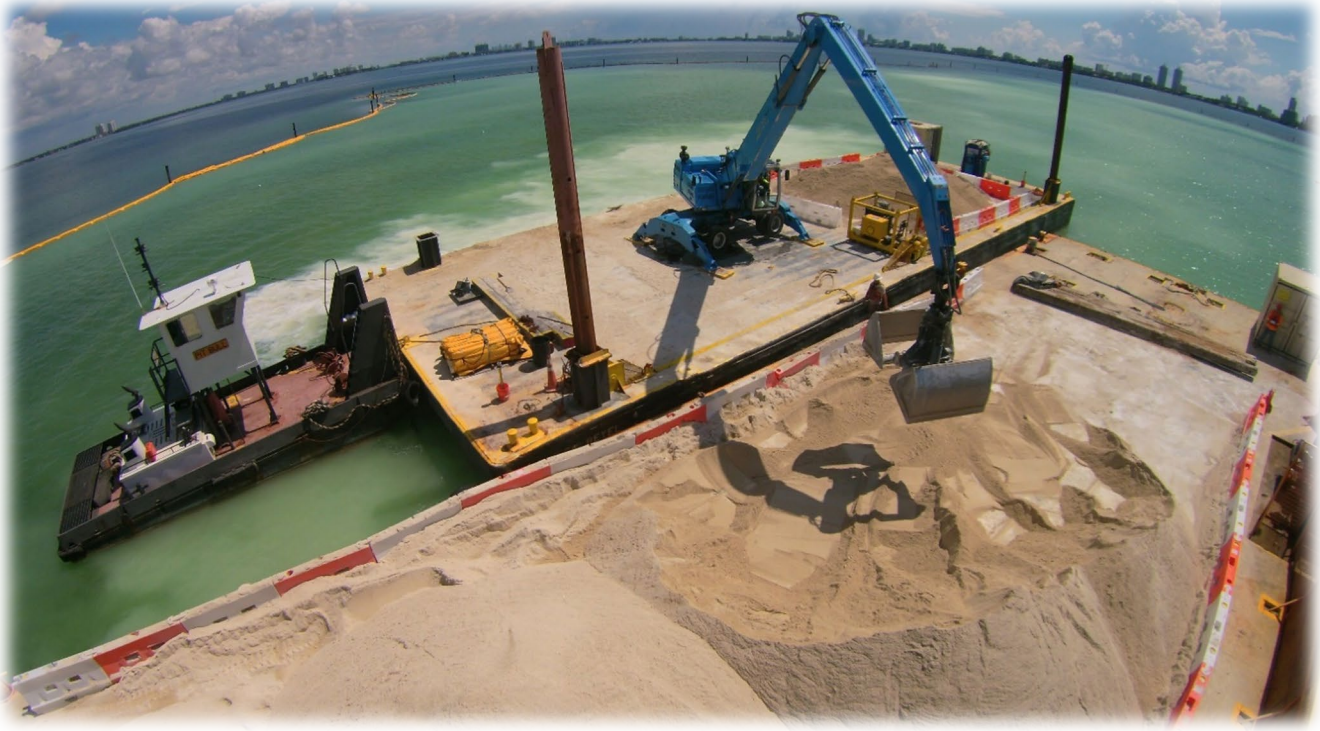
Upon verification by as-built survey via a Professional Land Surveyor that the elevation have been reached for the base fill, AEI will then change the aggregate to the sand capping aggregate and operations will remain the same util the final specified elevation has been reached and again verified by as-built survey.

Upon completion and final approval from the engineer and the Village for the completion of the organic removal and backfill, AEI will remove water quality, erosion and sedimentation controls and stabilize any area disturbed by their removal and then commence to restoring the staging area to original or better condition and demobilize our equipment.

Notes:

- *All construction activities will be performed in accordance with the Florida Fish and Wildlife Conservation Commission (FWC) standard manatee conditions for in-water work and NOAA Fisheries construction conditions for sea turtle and smalltooth sawfish.*
- *Project signs are included in staging area(s) construction*

AEI Turbidity System functioning flawlessly at Canal 29 Backfilling project.



AEI 100' Barge with our mounted Material Handler.

Operations:

- The extent to which duties related to Processing Services 1) Are not anticipated to represent incremental additions in responsibility of existing staff or 2) Require new staff. AEI maintains sufficient staff, equipment, and capabilities to successfully complete the Canal 145 Project

AEI custom designed turbidity barriers provide for a seamless design with no open caps and a fully sealable bottom curtain.

within allotted schedule.

- AEI staff are trained in OSHA (30) hr. Construction Safety and OSHA (40) hr. HAZWOPER along with yearly refreshers in the AEI H&S safety and environmental protocols which include Commercial Diving, Heavy Equipment and Crane Operations, Marine Construction/Barge Operations including Overhead along with Threatened and Endangered species monitoring, protection, and reporting. AEI maintains a full time Safety Officer who will be on the project at all time during operations. An individual Activity Hazard Analysis will be specific to this project will be prepared and supplied with our H&S plan. A Priority 1 site specific safety meeting will be held prior to construction with all field staff and management followed by daily tailgate safety meetings. Upon any reportable incident or near miss, operations will cease until the hazard is reported, mitigated followed by all hands briefing on the incident along with mitigation strategies.

Compliance:

- AEI has had zero (0) safety and/or environmental violations within the last 3 years.
- AEI has no outstanding violations.

Equipment

BARGES AND BOATS:

All listed vessels and barges are AEI owned, and available for Village of Islamorada projects

1.
AEI-1: Official No. 1026969 (Scorpion)

Homeport: Monroe County
Owner: Adventure Environmental, Inc.
Desc.: 1993 50' X 15' Fast Barge powered by (4) Yamaha 300 Outboard Motors and equipped with a 5 Ton knuckle-boom crane. Vessel can operate in very shallow water.

2.
AEI-2: Official No. 1075967-2 (70)
Homeport: Monroe County
Owner: Adventure Environmental, Inc.
Desc.: 2005 70' X 23' Barge w/push boat capable of holding large equipment and operate in shallow water.

3.
AEI-3: Official No. 1310924
Homeport: Monroe County
Owner: Adventure Environmental, Inc.
Desc.: 2020 90' X 30' Barge capable of holding large equipment and operate in shallow water

4.
AEI-4: Official No. 1075968-3 (60)

Homeport: Monroe County
Owner: Adventure Environmental, Inc.

Desc.: 2017 60' X 20' Barge w/push boat capable of holding large equipment and operate in shallow water.

5.
AEI-5: Official No. 1075969-4 (Rhino)

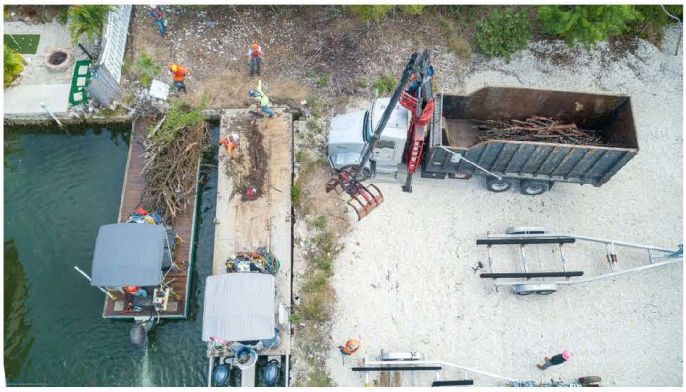
Homeport:	Monroe County
Owner:	Adventure Environmental, Inc.
Desc.:	2010 40' X 13' self-powered barge capable of holding heavy equipment/operate in shallow water

6.
AEI-6: Official No. 1075970-5 (Twin 1)

Homeport:	Monroe County
Owner:	Adventure Environmental, Inc.
Desc.:	2017 40' X 12' self-powered barge capable of holding heavy equipment and operate in shallow water.

7.
AEI-7: Official No. 1075971-6 (Twin 2)

Homeport:	Monroe County
Owner:	Adventure Environmental, Inc.
Desc.:	2017 40' X 13' self-powered barge capable of holding heavy equipment and operate in shallow water.



8.

AEI-8: Official No. 1075972-7 (LoLo)
Homeport: Monroe County
Owner: Adventure Environmental, Inc.
Desc.: 2005 35' X 10' self-powered barge capable of holding heavy equipment and operate in shallow water.

9.

AEI-9: Official No. 1075973-8 (Gray)
Homeport: Monroe County
Owner: Adventure Environmental, Inc.
Desc.: 2010 35' X 10' self-powered barge capable of holding heavy equipment and operate in shallow water.

10.

AEI-10: Official No. 1075974-9 (White)
Homeport: Monroe County
Owner: Adventure Environmental, Inc.
Desc.: 2010 35' X 10' self-powered barge capable of holding heavy equipment and operate in shallow water.

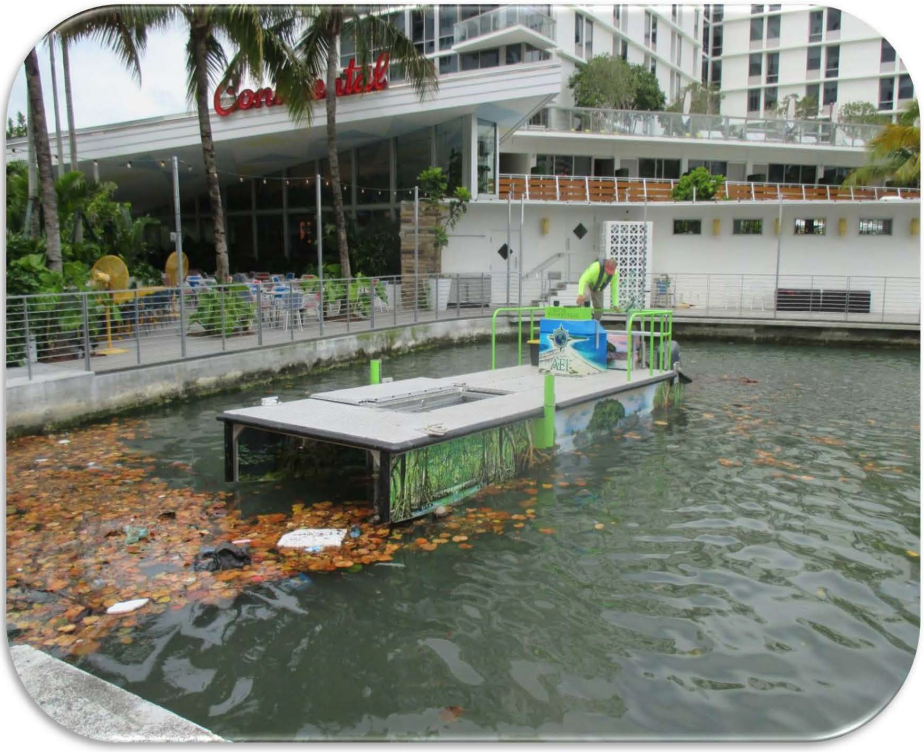
11.

AEI-11: Official No. 1075975-10 (Blackpoint)
Homeport: Monroe County
Owner: Adventure Environmental, Inc.
Desc.: 2010 35' X 10' self-powered barge capable of holding heavy equipment and operate in shallow water.

12.

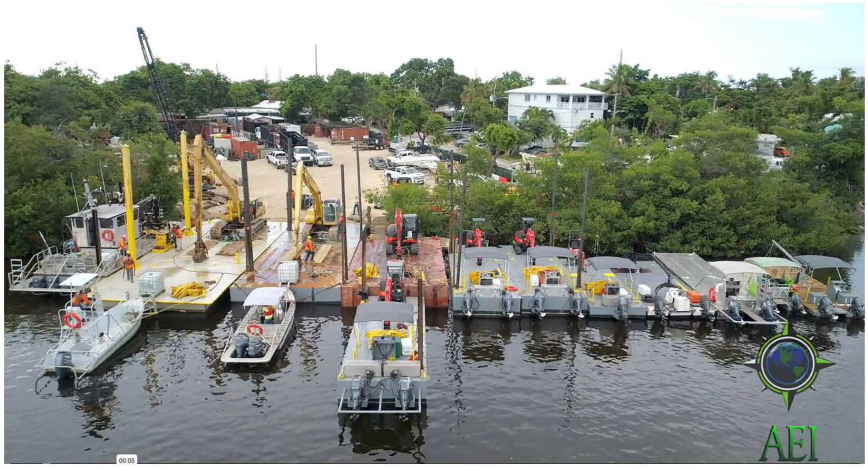
AEI-12: Official No. 1075976-11 (Mobro)
Homeport: Monroe County
Owner: Adventure Environmental, Inc.
Desc.: 2013 40' X 20' shallow water barge capable of holding heavy equipment and operating in shallow water w/push boat.

13.
AEI-13: Official No. 1075977-12 (Skim)
Homeport: Monroe County
Owner: Adventure Environmental, Inc.
Desc.: 2015 30' X 10' skimming and side scan sonar boat; self-propelled with twin Yamaha outboards.



Above is the listing of AEI owned key component vessels and is not an all-inclusive list.

AEI owns and maintains more than 10 ancillary vessels such as push boats, crew boats and side scan sonar boats including (3) Boston Whaler's from 17' to 23', (2) Deck Vessels up to 25' and (5) custom aluminum work vessels.

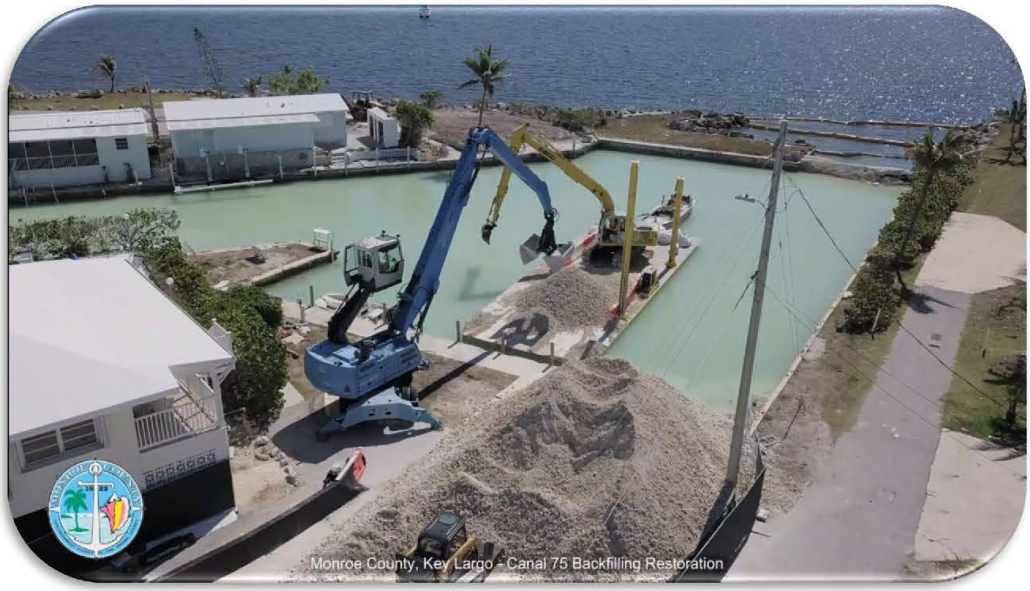


HEAVY EQUIPMENT:

All listed vessels and barges are AEI owned, and available for Village of Islamorada projects

(4) Long Reach Excavators

- Fuchs/Terex 350 MHL
- CAT 312E LR
- CAT 324 LR
- CAT 200ELB
- Kobelco LR



(4) Standard Excavators

- Cat 315 Excavators X 4

(6) Medium Excavators

- (3) Cat 308 Excavators
- (3) Cat 305 Excavators

(4) Front End Loaders

(4) Skid Steer Loaders with Grapples

(35) Stihl Chain Saws of all sizes

5,000 LF of Turbidity Barrier

(10) Spill Kits for place on barges and vessels

OSHA compliant commercial dive and salvage gear

SECTION 3. COST PROPOSAL

(see following page)

Exhibit A

Project: Canal #145 Organic Removal and Backfill Restoration

Location: Lower Matecumbe Key, Florida

Contractor: Adventure Environmental, Inc

Date: July 6, 2027

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	LINE TOTAL PRICE
1	Mobilization and Demobilization	LS	1	$10,075.00	$10,075.00
2	Maintenance of Traffic (Furnish and Install)	LS	1	$5,000.00	$5,000.00
3	Temporary Staging Area Erosion and Sediment Control (Furnish and Install)	LS	1	$10,000.00	$10,000.00
4	Floating Turbidity Barrier (Furnish and Install at mouth of canal and as required around construction area to control turbidity within permit requirements)	LF	800	$30.00	$24,000.00
5	Organic Material Removal and Dewatering	CY	2,300	$100.00	$230,000.00
6	Trucking and Disposal of Dewatered Organic Material	TON	1,610	$100.00	$161,000.00
7	Coarse Fill Material (Furnish and Install)	CY	7,344	$100.00	$734,400.00
8	Sand Fill Material (Furnish and Install)	CY	4,522	$100.00	$452,000.00
9	Trucking of Backfill Material	TON	16,613	$25.00	$415,325.00
10	Construction Surveys	EA	3	$12,000.00	$36,000.00
11	Rehabilitation of Staging Areas to Original Condition	LS	1	$15,000.00	$15,000.00
~~12~~	~~Removal and Replacement of Air Curtain System (diffusers and hoses)~~	~~LS~~	~~1~~		

Signature below verifies the proposal remains in effect for ninety (90) days.

Project Total: $2,093,000.00

Contractor's Signature: _____

Note: These quantities are estimates and the Contractor can strikethrough and adjust the quantities, if desired.

SECTION 4. TIMELINE

- Install temporary water quality, erosion and sedimentation controls: **2 Days**
- Construct staging area **2 Days**
- Organic Removal according to technical specifications and plans **20 Days**
- Backfilling according to technical specifications and plans **20 Days**
- Obtain final approval, remove erosion and sedimentation controls and stabilize any area disturbed by their removal **5 Days**

SECTION 5. ABILITY TO OBTAIN BONDS

James Hall
Executive Underwriter, Contract Surety
t 754-702-2462
e james.hall@cfins.com

December 14 , 2020

RE: Adventure Environmental, Inc.

To Whom It May Concern:

Per your request for evidence of bondability, this letter is to advise you that Adventure Environmental, Inc. is set up for bonding with United States Fire Insurance Company, a Crum & Forster company.

It is our company's intent to provide a 100% performance bond and a 100% labor and material payment bond to Adventure Environmental, Inc. for the captioned project.

United States Fire Insurance Company reserves the right to base their final decisions upon conditions that exist at the time of request.

If we can be of additional assistance, please feel free to give us a call.

James Hall

Crum & Forster
305 Madison Avenue, Morristown, NJ 07962

Crum & Forster is part of Fairfax Financial Holdings Limited.
C&F and Crum & Forster are registered trademarks of United States Fire Insurance Company.

State of Florida
Department of State

I certify from the records of this office that ADVENTURE ENVIRONMENTAL, INC. is a corporation organized under the laws of the State of Florida, filed on July 18, 1997.

The document number of this corporation is P97000062537.

I further certify that said corporation has paid all fees due this office through December 31, 2026, that its most recent annual report/uniform business report was filed on January 5, 2026, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifth day of January, 2026

Secretary of State

Tracking Number: 4658023103CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

2025 / 2026
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2026

RECEIPT# 30140-107971

Business Name: ADVENTURE ENVIROMENTAL INC

Owner Name: CHRIS COLARUSSO, GREGORY TOLPIN
Mailing Address:
160 GEORGIA AVE
TAVERNIER, FL 33070

Business Location: 160 GEORGIA AVE
TAVERNIER, FL 33070

Business Phone: 305-451-9500
Business Type: CONTRACTOR (CERTIFIED GENERAL & UNDERGROUND UTILITY & EXCAVATION)

Employees 6

STATE LICENSE: CGC1506411/CUC1223905

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
25.00	0.00	25.00	0.00	0.00	0.00	25.00

Paid WRB-24-00089131 07/31/2025 25.00

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

Sam C. Steele, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX. YOU MUST MEET ALL COUNTY AND/OR MUNICIPALITY PLANNING, ZONING AND LICENSING REQUIREMENTS.

MONROE COUNTY BUSINESS TAX RECEIPT
P.O. Box 1129, Key West, FL 33041-1129
EXPIRES SEPTEMBER 30, 2026

RECEIPT# 30140-107971

Business Name: ADVENTURE ENVIROMENTAL INC

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Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
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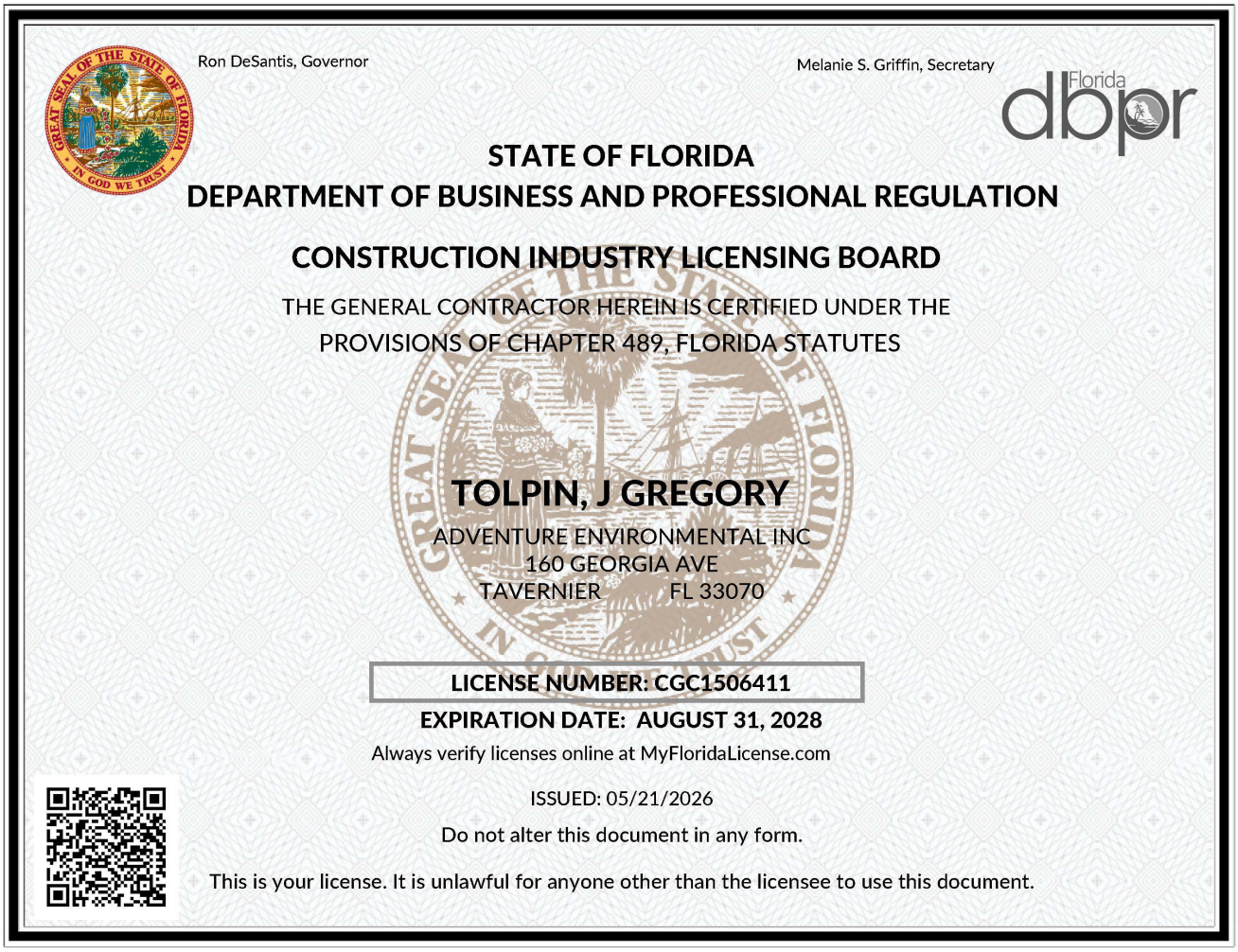
Paid WRB-24-00089131 07/31/2025 25.00

State of Florida CGC License



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

TOLPIN, J GREGORY

ADVENTURE ENVIRONMENTAL INC
160 GEORGIA AVE
TAVERNIER FL 33070

LICENSE NUMBER: CGC1506411

EXPIRATION DATE: AUGUST 31, 2028

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/21/2026

Do not alter this document in any form.

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

SECTION 7. SIGNED CONRACT DOCUMENTS

(see following pages)

12. SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Islamorada, Village of Islands. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Islamorada, Village of Islands, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature of Authorized Certifying Official

Gregory Tolpin, Vice President

Name and Title of Authorized Certifying Official

July 6, 2026

Date

13. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the following certification: APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING. The certification is found on the next page.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

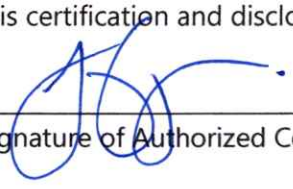
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Authorized Certifying Official

Gregory Tolpin, Vice President

Name and Title of Authorized Certifying Official

July 6, 2026

Date

ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS

The following clauses will form part of the agreement between Islamorada, Village of Islands and the Contractor resulting from this RFP.

A. **Access to Records**:

The following access to records requirements shall apply to the contract.

1. The Contractor agrees to provide Islamorada, Village of Islands, the FEMA Administrator, the Comptroller General of the United Sates, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, Islamorada, Village of Islands and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

B. **Changes to the Contract:**

Any changes to the contract between Islamorada, Village of Islands and the Contractor modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

C. **Non-use of DHS Seal, Logo, and Flags:** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.

D. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.

E. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal

entity, contractor, or any other party pertaining to any matter resulting from the contract.

F. **Program Fraud and False or Fraudulent Statement or Related Facts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Signature of Contractor's Authorized Official

Gregory Tolpin, Vice President

Name and Title of Contractor's Authorized Official

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Adventure Environmental, Inc ("**Vendor**")

Vendor FEIN: 65-0768539

Address: 160 Georgia Avenue

City: Tavernier State: FL Zip: 33070

Phone number: 305-321-5669 Email Address: Greg@4AEI.com

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

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

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

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

Written Declaration

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

By: _____
Authorized Signature

Print Name and Title: Gregory Tolpin, Vice President

Date: July 6, 2026

SECTION 8. APPENDIX A

(see following page)

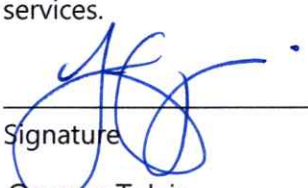
APPENDIX A

ACKNOWLEDGMENT OF ADDENDA AND DOCUMENTS

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED
1	June 9, 2026
2	June 10, 2026
3	June 22, 2026
4	June 24, 2026
5	June 30, 2026
6	July 1, 2026

In addition to the addenda listed above, I acknowledge receipt of the Affidavit Attesting to Noncoercive Conduct for Labor or Services or Services and if awarded an Agreement with the Village will execute the affidavit attesting that my business does not use coercion for labor or services.



Signature

Vice President

Title

Gregory Tolpin

Print name

July 6, 206

Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/12/2026

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

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

PRODUCER Accessible Marine Insurance 1145 Allen Toussaint Blvd New Orleans, LA 70124 Eric S. Green 504-486-5411	CONTACT NAME: Accessible Marine Insurance PHONE (A/C, No, Ext): 504-486-5411 FAX (A/C, No): 504-482-1475 E-MAIL ADDRESS: gail@ami-ins.com
INSURED Adventure Environmental Inc. Greg Tolpin 160 Georgia Avenue Tavernier, FL 33070	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Capitol Specialty Ins. Company INSURER B : Great American Ins. Company — 22136 INSURER C : StarNet Insurance Company — 40045 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR	X	X	EV20190209-08	01/09/2026	01/09/2027	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	M.E.L.		X	BOUM-A-25-2110	08/15/2025	08/15/2026	M.E.L.	1,000,000
B	Hull/P&I Liability			OMH841008-14	10/12/2025	10/12/2026	P&I Limit	1,000,000

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

Certificate holder shown as additional insured with waiver of subrogation in their favor as required by written contract as respects insured's operations.

CERTIFICATE HOLDER ISLAM01

Islamorada, Village of Islands
Village Council
86800 Overseas Highway
Islamorada, FL 33036

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Gail L Boudreaux

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Contractors Pollution Liability:
Insurer: Rockhill Insurance Company
Policy#: EV20190209-08
Policy Period: 01/09/26 - 01/09/2027
Claims Made
Aggregate Limit: 5,000,000
Each Contractors Pollution Condition Limit: 5,000,000
Blanket Additional Insured/ Waiver of Subrogation

Professional Liability:
Insurer: Rockhill Insurance Company
Policy#: EV20190209-08
Policy Period: 01/09/26 - 01/09/2027
Aggregate Limit: 2,000,000
Each Professional Services Incident Limit: 2,000,000

Commercial General Liability Conditions:
Deductible Liability Endorsement
Exclusion - Testing or Consulting Errors and Omissions
Total Pollution Exclusion Endorsement
Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization
Exclusion-Violation of Statutes that Govern Emails, Fax, Phone Calls or Other Methods of Sending
Exclusion - Punitive or Exemplary Damages
Amended Waiver of Subrogation
Exclusion - Engineers, Architects or Surveyors
Exclusion - Exterior Insulation and Finish Systems
Exclusion - Professional Services
Primary/Non-Contributory Coverage-Blanket - When req. by written contract
Additional Insured - Managers or Lessors of Premises
Toxic Drywall Exclusion
Separation of Insureds
Independent and/or Subcontractor Restriction
Cancellation: 30 days notice (10 days for non-pay) to first named insured

Hull & Machinery / Protection & Indemnity:

Terms and Conditions applicable to All Sections:
Severability

Terms and Conditions applicable to Hull:
A. I. Coastwise and Inland Hull Clauses
Deliberage Damage (Pollution Hazard)
Engines & Machinery - ACV / Limited Perils Only
No Lay Up Warranty
No Release to Tower Warranty
Seaworthiness Clause
Total Loss Hull Premium Earned Clause
Vessel Stability
Additional Insured as respects P&I

Terms and Conditions applicable to P&I:
SP-38 Form
Collision Clause including Tow & Extended Tower's Liability
Collision Liability - P&I Extension
Diving & Swimming Exclusion
Food & Beverage Exclusion
Health Hazard Exclusion
Liability Limitation
No Release to Tower Warranty
P&I Crew Exclusion: Notwithstanding anything contained in the Protection and Indemnity Clauses herein to the contrary, it is understood and agreed that this Company shall not be liable for any loss, expense or claim to employees of the Assured, members of the crew, contractors or subcontractors
Punitive/Exemplary Damages Exclusion
Special Operations Exclusion

Contractor's Equipment: Carrier - Great American Ins. Co.
Policy No.: IMP53057820900
Policy Period: 01/26/2025 to 01/26/2026
- Owned Equipment $75,000 (as of 6/24/2025)
- Leased/Rented Equipment any one item limit $200,000
- Leased/Rented Equipment all items limit $400,000
Inland Marine Coverage Part Declarations Page
Commercial Inland Marine Conditions; Contractor's Equipment Declarations
Scheduled Form; Contractor's Equipment Scheduled Coverage Form
Contractor's Equipment Equipment Leased or Rented From Others Coverage
Florida Changes - Warranties; Florida Changes - Loss Payment
Crane Exclusion Endorsement; Contractor's Equipment Existing Fire
Exclusion; Blanket Loss Payable Endorsement; Marijuana Exclusion

Eff.6/6/25 Remove 2020 Tandano Crane
Eff.6/24/25 Add 2003 Kobelco SK160LC Excavator valued at $30,000
Eff.6/24/25 Add 2017 Caterpillar 259D Compact Loader valued at $45,000

M.E.L.
-Maritime Employers Liability Coverage Form
-Transportation, Wages, Maintenance & Cure
-Notice of Cancellation: 30 days (except 10 days of nonpayment of premium)
-Death on the High Seas Clause
-In Rem Liability
-Blanket Waiver of Subrogation
-Cancellation: 30 days notice (10 days for non-pay) to First Named Insured

This certificate of insurance neither affirmatively nor negatively alters, amends, or extends the coverage afforded by Policy(ies) issued by the Insurer(s) listed on this certificate.

CERTIFICATE OF LIABILITY INSURANCE

Date: 12/8/2025

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occur ☐ ☐ General aggregate limit applies per: ☐ Policy ☐ Project ☐ LOC				Each Occurrence	$
						Damage to rented premises (EA occurrence)	$
						Med Exp	$
						Personal Adv Injury	$
						General Aggregate	$
						Products - Comp/Op Agg	$
		AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos ☐				Combined Single Limit (EA Accident)	$
						Bodily Injury (Per Person)	$
						Bodily Injury (Per Accident)	$
						Property Damage (Per Accident)	$
		EXCESS/UMBRELLA LIABILITY ☐ Occur ☐ Claims Made ☐ Deductible				Each Occurrence	
						Aggregate	
A		**Workers Compensation and Employers' Liability** Any proprietor/partner/executive officer/member excluded? **NO** If Yes, describe under special provisions below.	WC 71949	01/01/2026	01/01/2027	X WC Statutory Limits ☐ OTHER	
						E.L. Each Accident	$1,000,000
						E.L. Disease - Ea Employee	$1,000,000
						E.L. Disease - Policy Limits	$1,000,000

Other **Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616**

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 80-65-323

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

Adventure Environmental, Inc.

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s) , while working in: FL.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by emailing a request to certificates@lioninsurancecompany.com

Project Name:

ISSUE 01-19-23 (KLT)

Begin Date: 3/15/2010

CERTIFICATE HOLDER

ISLAMORADA, VILLAGE OF ISLANDS,
VILLAGE COUNCIL
86800 OVERSEAS HIGHSWAY
ISLAMORADA, FL 33036

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/10/2026

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

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

PRODUCER	CONTACT NAME: Certificates
Construction Casualty Insurance, LLC 3637 4th Street North Suite 310 Saint Petersburg, FL 33704	PHONE (A/C, No, Ext): (727) 258-5774 FAX (A/C, No): E-MAIL ADDRESS: certs@cci-ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Progressive Express Insurance Co	10193
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Adventure Environmental Inc
160 Georgia Ave
Tavernier, FL 33070

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			03515746	6/11/2026	6/11/2027	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

Village of Islamorada
86800 Overseas Hwy
Islamorada, FL 33036

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Exhibit B

Summary Minutes of the
ISLAMORADA, VILLAGE OF ISLANDS
EVALUATION COMMITTEE MEETING
CANAL 145 ORGANIC REMOVAL & BACKFILL RESTORATION PROJECT
(RFP 26-06)

Islamorada Administrative Center and Public Safety Headquarters
86800 Overseas Highway, 3rd floor conference room
Islamorada, FL 33036
July 22, 2026
2:00 PM

The meeting was open to in-person attendance by the public.

CALL TO ORDER

Procurement and Capital Assets Administrator Stefanie Peel called the meeting to order at 2:03 p.m. All evaluation committee members were present: Peter, Alyssa, Natalie. No members of the public were present.

DISCUSSION AND EVALUATION

Stefanie Peel opened the meeting and announced to the group that the RFP was issued on June 2, 2026, and bids were due July 7, 2026, for a total of 35 days advertised on the Village website, DemandStar and published in Keys Weekly for first week of the advertising period. Stefanie confirmed that the Village received seven (7) proposals in response to the RFP, and responses were hand delivered to the committee members no later than July 9, 2026.

The following comments were made regarding some of the vendors:

Adventure Environmental

- Offered a solid proposal, well written, most experienced firm with this kind of work (dredging and backfill).
- Village has used Adventure before and have done a great job, solid work, excellent communicators.
- Most relevant work experience of all proposals.
- Similar timeline to LPS Contracting and the engineer's assessment.

LPS Contracting

- Did not provide a signed cover letter (asked and not given).
- Approach was somewhat brief.

- Project approach accounted for mitigating neighborhood disruption by using barges.
- Proposal included a significant number of subcontractors. Committee members expressed concern due to potential lack of control.

BlueTerra

- Provided a detailed proposal that accounted for reduced equipment activity in the canal.
- Vendor owns a lot of equipment for the project.

EarthTech

- Strong proposal with a lot of experience, lacked experience in the Keys.
- Higher cost proposal, similar projects listed differed slightly from the project in this RFP.

The remaining proposals were not mentioned by name. The total maximum points available was 100 per evaluator; 300 for the committee. The following tabulation was made:

Vendor	Peter Frezza	Natalie Keene	Alyssa Panzer	**TOTAL**
Adventure Environmental, Inc.	98	95	96	**289**
BlueTerra	83	88	78	**249**
Dickerson Florida, Inc.	41	17	76	**134**
EarthTech Enterprises, Inc.	72	82	89	**243**
LPS Contracting	90	50	94	**234**
Sea & Shoreline Aquatic Restoration	73	67	72	**212**
WB Williamson Bros, Inc.	70	55	89	**214**

Committee recommends to move forward with Adventure Environmental, Inc.. Staff plan to add the item to the August Council meeting agenda. The recommendation to Council would be approval of the ranking and approval of an agreement with the contractor to complete the project.

ADJOURNMENT

The meeting adjourned at 2:29 p.m.

Stefanie M. Peel

Procurement and Capital Assets Administrator

July 7, 2026

Canal 145 Organic Removal & Backfill Restoration Project

RFP 26-06

BlueTerra

Prepared For:
Stefanie Peel
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036
stefanie.peel@islamorada.fl.us
Office: (305) 664-6420

Prepared By:
Heather Herold, CEO
BlueTerra LLC
P.O. Box 783095
Winter Garden, FL 34778
heatherherold@blueterra.us
Mobile: 321.626.6760

Table of Contents

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Timeline	4
Ability to Obtain Bonds	5
State and Local Authorization to Transact Business	6
Signed Documents	7
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Section 1
Cover Letter

July 3, 2026

Stefanie Peel, Procurement/Capital Assets Administrator
Marne McGrath, Village Clerk
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

Dear Stefanie, Marne, and Evaluation Committee,

BlueTerra is pleased to provide a proposal for the Canal 145 Organic Removal & Backfill Restoration Project (RFP 26-06).

A) Understanding of the project

BlueTerra understands that this project involves dredging and backfilling of 2.0 acres of Canal 145 to improve water quality. We are aware that the project will require the removal of approximately 2,300 cubic yards (in-situ) of organic sediment and the placement of approximately 11,866 cubic yards (in-situ) of clean fill to achieve the design elevation of -8.1 feet (NAVD 88).

B) Why the proposer believes itself to be qualified to construct the project

BlueTerra is a Florida-based firm that specializes in environmental restoration and resiliency projects. Over the last 10 years, our team members have constructed over 125 projects valued at over $200M.

Our team members have extensive experience in dredge and backfill operations, along with a proven track record of improving water quality in residential canal environments. We understand the unique considerations associated with working in occupied neighborhoods and are committed to minimizing impacts through careful attention to noise levels, work hours, equipment placement, and maintaining clean, organized worksites. Above all, our crews conduct themselves with professionalism, courtesy, and respect for residents throughout every phase of the project.

Our team members have worked in over half of all counties in Florida and with many of the state agencies including FWC, FDEP and Water Management Districts on a variety of projects including environmental dredging, shoreline stabilizations, reef construction, wave attenuation, seagrass plantings, and restoration of storm water treatment areas, residential canals, springs, streams, lakes, rivers, and estuaries to improve water quality. They are also accustomed to monitoring endangered species.

BlueTerra has the financial resources, dredging experience, insurances, and bonding capacity to complete this project, and has **never** initiated a change order, paid liquidated damages, incurred a safety violation, or been involved in litigation with a client. We foster win/win relationships that extend well beyond public bid opportunities. We often partner with our clients on

design/build projects as well, offering engineering, design, permitting, funding, construction, and monitoring of projects at NO cost to our clients.

C) Total number of professional staff that would be assigned to complete the project

BlueTerra's experienced and professional staff for the Canal 145 project will include:

- Kevin Perry – Director of Construction (Superintendent)
- Travis Benavidez – Field Manager
- Dennis Samples – Dredge/Backfill Crew
- Charles Clifford – Dredge/Backfill Crew
- Taesean Williams – Dredge/Backfill Crew
- Heather Herold – CEO (contracting, project promotion)
- Fred Meinke – Director of Operations (project management, billing)

Below is an email that we recently received from the City of New Smyrna Beach demonstrating this team's commitment to quality and our clients.

KJ

Kobe, Jesse<jkobe@cityofnsb.com> Reply Reply all Forward

To: Kevin Perry

Cc: Heather Herold

Mon 4/27/2026 3:01 PM

Kevin,

As we are wrapping up the Shoreline Revetment Project, I wanted to give huge accolades to Travis.
He is professional, engaged with the City, citizens, and other contractors in a highly respectful and connective manner.
He takes great pride in his work, like an artist, and in Blue Terra. He consistently spoke highly of you and Heather.
I watched him think of creative ways to get the project done faster, save money, and keep it high quality.
Another GC thought so highly of him they offered him a job, which he turned down.
He is one of the rare ones most companies want.

Sincerely,
Jesse Kobe
Director of CIP
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168
Office (386) 410-2613
Mobile (386) 402-6109
jkobe@cityofnsb.com
www.cityofnsb.com

D) Examples of similar projects completed

Below is a list of some of the dredging projects that our team members have completed in the last few years, many of which were constructed in residential canal areas:

- Lake Apopka Restoration (60-acre dredging/SAV planting project) – Commencing in 1Q27
- WCIND Henley Canal Dredge 2026 (residential canal)
- FWC Bird Island Restoration 2026
- Village of Tequesta Dover Ditch Living Shoreline 2026 (residential canal)
- Tampa Bay Marina Dredge 2024
- Catalpa Cove HOA Maintenance Dredging 2022 (residential canals)
- FWC Fruit Farm Tidal Creek Restoration Phase 2 2022
- FWC Warm Mineral Springs Restoration and Enhancement 2022
- WCIND Palma Sola Boat Ramp Navigation Maintenance Dredge 2022 (near residential canals)
- Charlotte County Hayward Canal Dredging 2022 (residential canals)
- FWC Estuarine Habitat Restoration 2022
- Alachua County Hornsby Spring Restoration 2022

- NOSOCO Marquesas Seagrass Mitigation/Dredge and Fill 2022
- Mayport Naval Station Dredge 2021
- City of Fort Walton Beach Lake Earl Maintenance Dredge 2021 (residential area)
- Ellie Schiller Homosassa Springs Wildlife Park Dredge and Boat House Replacement 2021
- City of Holmes Beach Navigational Maintenance Dredge 2020 (residential canals)
- Citrus County Maintenance Dredging 2020-2024 (residential canals)
- Kings Bay Restoration Project Dredge 2014-2024 (residential canals)
- Homosassa River Restoration Project Dredge 2020-2024 (residential canals)

E) Three (3) clients for whom the proposer has completed similar projects within the last two (2) years. The references should include the name, address, telephone number and email address of a contact person for each reference cited,

BlueTerra Reference #1

Dover Ditch Living Shoreline Project

Client: Village of Tequesta

Contact Person: Allyson Felsburg, Deputy Utilities Director

Address: 901 N Old Dixie Hwy, Tequesta, FL, 33469

Telephone Number: p. 561-768-0497 | c. 561-919-5888

Email Address: afelsburg@tequesta.org

Project Date: Oct 2025 to Jan 2026

Scope of Work: This project was designed to improve water quality, reduce erosion and sediment discharge into the North Fork of the Loxahatchee River Estuary, and improve aesthetics for the local community. The scope of work included the conversion of a 350-foot segment of an existing stormwater drainage ditch into a meandering stream system. Improvements were achieved through dredging sediment, recontouring the banks, installing bedding stone, limestone rip rap, and a debris skimmer, and planting native vegetation to create “living shorelines” on the banks.

Before construction

After construction

BlueTerra Reference #2

Oyster Reef Restoration in Southwest Florida

(This was the last project completed for FWC, but we've done many dredge projects for them. See Section "D" above.)

Client: The Florida Fish and Wildlife Conservation Commission (FWC) and the Sanibel-Captiva Conservation Foundation

Contact Person: Jamie Wolanin (Southwest Regional Biologist III) / Kent Smith (Biological Administrator III)

Address: 1875 Orange Avenue E., Tallahassee, FL 32311

Telephone Number: Jamie Wolanin (941) 740-7536 / Kent Smith (850) 566-9059

Email Address: jamie.wolanin@myfwc.com / kenneth.smith@myfwc.com

Project Date: 2025

Description (Scope of Work): BlueTerra team members constructed an oyster reef which involved supplying, delivering, offloading, and deploying 1,500 cubic yards of large, washed fossilized shell building material to enhance one oyster reef permitted for 3.48 acres.

BlueTerra Reference #3

North Causeway Phase 2, Shoreline Revetment

Client: City of New Smyrna Beach

Contact Person: Jesse Kobe, Director of Capital Improvement Projects

Address: 170 North Causeway, New Smyrna Beach, Florida 32169

Telephone Number: (386) 402-6109

Email: jkobe@cityofnsb.com

Project Date: 2026

Scope of Work: This project consisted of rock revetment and stabilization repairs along approximately 453 linear feet of shoreline on the south side of the North Causeway Boat Ramp in New Smyrna Beach, adjacent to the Indian River North. The scope of work included the removal and storage of existing revetment, installation of new revetment from the top of the bank down to the mean high-water line, and the placement of temporary erosion and sediment control measures such as silt fencing and turbidity curtains.

Before

After

Thank you for your thoughtful consideration.

Sincerely,

Heather Herold

Heather Herold
CEO
heatherherold@blueterra.us
877.793.4777 or 321.626.6760

Section 2
Project Approach

Project Approach

1.0 Construction Methodology Overview

BlueTerra understands that the successful completion of the Canal 145 Organic Removal and Backfill Restoration Project requires careful coordination of marine construction operations, environmental protection measures, quality control procedures, and detailed surveying to restore the canal while protecting adjacent properties, boats, docks, and sensitive marine resources.

Our approach is centered on completing the work safely, efficiently, and in full compliance with the project plans, permits, and regulatory requirements while minimizing impacts to canal residents and the surrounding environment. Construction activities will be carefully sequenced to maintain continuous quality control throughout every phase of the project, from initial mobilization through final bathymetric verification and project closeout.

The project consists of the removal and proper disposal of approximately **2,300 cubic yards** of organic sediments, followed by the placement of approximately **11,866 cubic yards** of approved clean granular backfill material and the installation of a clean calcium carbonate sand cap to achieve the required design elevations. BlueTerra will continuously verify excavation and backfill placement elevations throughout construction using hydrographic surveying, sediment probing, and GPS-controlled positioning to ensure compliance with the contract documents and maintain the required design grades.

Our experienced marine construction team will furnish all labor, supervision, equipment, materials, transportation, environmental controls, surveying services, and quality assurance personnel necessary to successfully complete the project. A dedicated Project/Field Manager and full-time Superintendent will oversee all field operations while maintaining close coordination with the Village's project representatives to ensure open communication, efficient project execution, and timely resolution of field conditions.

Environmental protection is a primary component of BlueTerra's construction methodology. Floating turbidity barriers, erosion and sediment control measures, protected species observers, spill prevention practices, and continuous site housekeeping will be implemented throughout construction to protect adjacent Outstanding Florida Waters and maintain compliance with all permit conditions. Existing seawalls, docks, utilities, vessels, and neighboring private property will be protected throughout the duration of construction through careful equipment operation, controlled material handling, and continuous monitoring.

Construction activities will be performed in a logical sequence beginning with project mobilization, site preparation, establishment of staging areas, installation of environmental

protection measures, and removal of the existing air curtain system. Organic sediments will then be removed within the project limits and transported to an approved Class I landfill for proper disposal. Upon verification that residual sediment thickness meets the project requirements, clean granular backfill will be placed in controlled lifts to achieve the required design elevations, followed by installation of the specified clean calcium carbonate sand cap. Final bathymetric surveys, restoration of staging areas, reinstallation of the air curtain system, and project demobilization will complete the work.

Every phase of construction will be executed with the objective of restoring Canal 145 to its design elevations while minimizing environmental impacts, protecting adjacent infrastructure, and maintaining uninterrupted compliance with all applicable permits, contract requirements, and regulatory standards. BlueTerra recognizes that successful project delivery requires not only technical expertise, but also proactive communication, meticulous planning, and a commitment to producing a high-quality finished product that will provide lasting environmental benefits for the Village of Islamorada.

BlueTerra's comprehensive construction methodology is designed to provide the Village with a safe, efficient, and professionally managed project while emphasizing construction quality, environmental compliance, schedule performance, and long-term project durability.

2.0 Mobilization & Site Preparation

BlueTerra will initiate the project with a mobilization effort designed to establish a safe, organized, and efficient construction operation while minimizing disruption to canal residents and adjacent properties. Prior to mobilization, our project management team will conduct a thorough review of the contract documents, construction plans, technical specifications, permits, and project requirements to ensure all project personnel clearly understand the scope of work, construction sequencing, and project objectives.

Following issuance of the Notice to Proceed, BlueTerra will conduct a pre-construction meeting with the Village's project representatives to review the construction schedule, communication procedures, project milestones, environmental requirements, and coordination efforts necessary for successful project execution. This meeting will establish clear lines of communication and ensure all parties understand project expectations before field activities begin. **BlueTerra recognizes that proactive communication with the Village and project stakeholders is essential to the successful execution of the project and will maintain open communication throughout all phases of construction.**

Personnel, equipment, and materials will be mobilized to the Village-designated staging area in a planned sequence to maximize efficiency and minimize unnecessary equipment movement. The staging area will be organized to accommodate construction equipment, material

stockpiles, maintenance activities, employee parking, and daily operations while maintaining safe access for deliveries and emergency vehicles. Site housekeeping will be maintained throughout the project to promote a safe, organized, and productive work environment.

Prior to the commencement of in-water construction activities, BlueTerra will install all required temporary construction fencing, silt fencing, and floating turbidity barriers in accordance with the contract documents and permit requirements. Existing seawalls, docks, vessels, davits, utilities, overhead electrical lines, and adjacent private property will be identified and protected throughout construction. Equipment operating clearances will be verified before work begins to prevent accidental damage to surrounding infrastructure.

Construction equipment will undergo pre-operational inspections and preventive maintenance checks before entering service. Fueling locations, equipment maintenance areas, spill response equipment, fire extinguishers, and first aid stations will be established within the staging area before construction begins. Material deliveries will be coordinated with the planned production schedule to ensure continuous operations while minimizing unnecessary stockpiling and impacts to the surrounding community.

BlueTerra recognizes that this work will be performed within an active residential canal community. Daily operations will be planned to minimize inconvenience to residents while maintaining a safe, productive, and professional work environment. Construction access routes will remain organized, personnel will maintain a high standard of housekeeping, and every reasonable effort will be made to protect adjacent public and private property while maintaining efficient project production.

Upon completion of mobilization and site preparation, all environmental controls, staging operations, and site logistics will be fully established, providing BlueTerra with a safe, organized, and efficient work environment from which construction activities can proceed in accordance with the project schedule.

3.0 Organic Removal Methodology

BlueTerra will perform the organic removal operations utilizing a specialized shallow-water sediment recovery system specifically selected for the confined residential conditions within Canal 145. The system consists of a shallow-draft work barge equipped with a hydraulic articulating boom supporting BlueTerra's purpose-built sediment removal attachment. This specialized attachment incorporates an integrated water jetting system and hydraulic conveyance line that allows accumulated organic sediments to be loosened, collected, and continuously transported to the upland dewatering operation while minimizing disturbance to the surrounding canal bottom and adjacent infrastructure. This system was specifically selected

for the confined residential environment of Canal 145, allowing precise sediment removal while maintaining a small operational footprint within the canal.

Prior to commencing organic removal operations, the project limits will be verified using the approved construction documents and existing bathymetric information. **Existing seawalls, docks, davits, vessels, utilities, overhead power lines, and other adjacent improvements will be identified and protected throughout construction.** All environmental protection measures, including floating turbidity barriers, will be inspected and verified to be fully operational before excavation activities begin.

The integrated water jetting system will fluidize unconsolidated organic sediments immediately ahead of the sediment removal attachment, allowing the material to be collected in a controlled and efficient manner while minimizing unnecessary disturbance of the underlying native canal bottom. Once collected, the organic sediment slurry will be conveyed through an 8-inch hydraulic pipeline mounted directly to the articulating boom and continuously pumped to the designated upland dewatering facility. This process eliminates multiple material handling operations within the canal while maintaining a continuous production cycle from excavation through dewatering.

At the dewatering facility, the dredged material will pass through a series of settling clarifiers specifically designed to separate suspended solids from the process water. Prior to entering the clarifier system, an approved polymer treatment will be introduced into the slurry stream to accelerate the flocculation of suspended particles. This process promotes rapid separation of solids from the water, improves water clarification, enhances overall dewatering efficiency, and produces a cleaner, drier material that can be excavated, stockpiled, and transported off site more efficiently.

As solids accumulate within the clarifier system, a dedicated excavator will continuously remove the dewatered material and place it within a designated stockpile area protected by appropriate erosion and sediment control measures. The excavator will maintain a fixed operating position, allowing continuous clarifier cleanout while simultaneously loading haul trucks directly from the stockpile without unnecessary repositioning. This efficient material handling process minimizes equipment movement, reduces double handling of material, and maintains uninterrupted production throughout the project.

The clarified process water will continue through the treatment system and will be managed in accordance with all applicable permit requirements prior to discharge. Throughout the dewatering operation, BlueTerra will continuously monitor the treatment process to ensure proper polymer application, efficient solids separation, and compliance with all environmental requirements and water quality standards.

As an additional environmental safeguard, the clarified water will pass through a final polishing stage consisting of a small geotextile dewatering bag prior to discharge. While the clarifier system is designed to effectively separate suspended solids from the process water, the geotextile bag provides an additional level of filtration to capture any remaining fine particulate matter before the water leaves the treatment system. This redundant treatment measure provides an additional layer of environmental protection and further supports compliance with applicable water quality requirements.

BlueTerra's integrated sediment recovery methodology allows multiple construction activities to occur simultaneously through a continuous production process. While organic sediments are continuously removed from the canal, hydraulic transport, dewatering, clarifier maintenance, stockpile management, and truck loading all proceed concurrently. This coordinated production approach minimizes equipment idle time, reduces unnecessary material handling, and supports a safe, organized, and highly efficient construction operation.

Organic removal operations will continue until the required excavation limits have been achieved. As work progresses, excavation depths and completed work areas will be routinely verified to ensure compliance with the contract requirements. Sediment probing will be performed in accordance with the project specifications to confirm that residual organic sediment thickness meets the required criteria prior to the commencement of backfill operations. Any remaining unsuitable material identified during verification will be removed before placement of the approved backfill materials.

BlueTerra selected this construction methodology specifically for the unique conditions of Canal 145. The shallow-draft work platform, controlled sediment recovery process, continuous hydraulic transport, and upland dewatering operation significantly reduce equipment activity within the canal while minimizing disturbance to adjacent seawalls, docks, vessels, and private property. The result is a controlled, efficient, and environmentally responsible construction process tailored to the project while emphasizing safety, production efficiency, regulatory compliance, and the delivery of a high-quality finished project for the Village of Islamorada.

4.0 Backfill Placement Methodology

Following completion and verification of the organic removal operations, BlueTerra will begin backfill placement in accordance with the approved construction documents and project specifications. Backfill operations will not commence until excavation activities have been completed, residual organic sediment thickness has been verified to meet the project requirements, and authorization has been received to proceed with restoration activities.

BlueTerra will procure all backfill materials from approved sources meeting the project specifications. Prior to delivery, representative material samples and certified laboratory test

results will be submitted to the Village for review and approval in accordance with the contract requirements. Only approved materials meeting the specified gradation, organic content, and fines requirements will be incorporated into the project.

The same shallow-draft work barge utilized during the organic removal operations will be employed for the backfill restoration phase, eliminating unnecessary equipment mobilization and maintaining continuity throughout construction. Approved backfill material will be hydraulically conveyed to the work area, where the articulating boom will be used to accurately position and control the discharge pipeline during placement. This methodology allows BlueTerra to precisely distribute material throughout the canal while maintaining positive control of the discharge location and minimizing disturbance to previously completed work.

Hydraulic placement operations will progress in a systematic sequence. The articulating boom allows the discharge line to be accurately positioned throughout the placement process, providing precise control over where material is deposited. This methodology promotes uniform distribution across the canal bottom, minimizes material segregation, reduces unnecessary rehandling, and supports efficient production throughout the restoration process. Unlike conventional excavator bucket placement, where repeated bucket dumping can result in splashing, material scatter, and reduced placement accuracy, BlueTerra's hydraulic placement system maintains continuous control of the discharge point. This allows backfill material to be placed with **greater precision** while reducing the potential for material to impact adjacent docks, vessels, seawalls, and other waterfront improvements.

Backfill placement will be continuously coordinated with field verification to ensure the required canal bottom elevations are achieved. Placement activities will be adjusted as necessary to maintain proper grades and provide a smooth, uniform canal bottom prior to installation of the final clean calcium carbonate sand cap. Any localized deficiencies identified during construction will be corrected immediately before progressing to subsequent work areas.

Upon completion of the structural backfill, clean calcium carbonate sand will be hydraulically placed to establish the required final design elevation in accordance with the contract documents. Sand placement will be carefully controlled to produce a consistent finish while minimizing disturbance of the underlying backfill material. Areas requiring only the minimum specified sand thickness will be completed in accordance with the construction plans and project specifications.

Material delivery, hydraulic placement, and field verification will be continuously coordinated to maintain uninterrupted production throughout the restoration process. Utilizing the same marine equipment and hydraulic conveyance system for both sediment removal and backfill placement minimizes equipment changeovers, reduces downtime, and provides a seamless

transition between project phases. This integrated construction approach improves overall production efficiency while reducing activity within the confined residential canal environment.

Following completion of the backfill operations, final bathymetric surveys will be performed by a Florida Registered Professional Surveyor to verify compliance with the required design elevations. BlueTerra recognizes the importance of achieving the specified finished grades and will continue to monitor completed work throughout the project closeout period. Should isolated low areas be identified during the required post-construction monitoring period, BlueTerra will promptly restore those areas to the specified design elevations in accordance with the contract requirements.

BlueTerra's hydraulic backfill methodology has been specifically developed to complement the organic removal process, creating a seamless transition from excavation through final restoration. By utilizing the same shallow-draft work platform, controlled hydraulic placement techniques, and continuous field verification, BlueTerra minimizes equipment changeovers, improves production efficiency, and maintains precise control over material placement throughout the project. **The result is a controlled, efficient, and environmentally responsible restoration process that minimizes impacts to the surrounding residential community while delivering a high-quality finished project for the Village of Islamorada.**

5.0 Equipment List

BlueTerra will furnish all labor, equipment, tools, and support vehicles necessary to safely and efficiently complete the Canal 145 Organic Removal and Backfill Restoration Project. The equipment identified below represents the primary equipment anticipated for construction. BlueTerra reserves the right to substitute equipment of equal or greater capability as necessary to maintain production, accommodate field conditions, or improve overall project efficiency.

Equipment	Quantity	Primary Use
Shallow-Draft Work Barge with Hydraulic Articulating Boom	1	Primary marine work platform used for organic removal operations and hydraulic backfill placement within the canal.
8-Inch Hydraulic Dredge Pump	1	Continuously conveys organic sediment slurry to the upland dewatering facility and hydraulically transports backfill material during restoration.
HDPE Hydraulic Pipeline	As Required	Transfers sediment slurry to the dewatering operation and conveys hydraulic backfill material to the work area.

Equipment	Quantity	Primary Use
Integrated Water Jetting System	1	Fluidizes unconsolidated organic sediments to improve recovery efficiency while minimizing disturbance of the canal bottom.
Settling Clarifier System	1 System	Separates suspended solids from the process water during dewatering operations.
Polymer Injection System	1	Accelerates solids separation and improves dewatering efficiency.
Geotextile Polishing Bag	1	Provides final filtration of clarified water prior to discharge.
140-Class Hydraulic Excavator	1	Removes dewatered solids from the clarifier system, manages stockpiles, and loads haul trucks for disposal.
Wheel Loader *(if required)*	1	Assists with material handling and staging area operations as necessary.
Highway Dump Trucks	As Required	Delivers approved backfill materials and transports dewatered organic material to the approved disposal facility.
Survey Vessel	1	Supports bathymetric surveys, sediment probing, and construction verification activities.
RTK GPS Survey Equipment	1 System	Provides horizontal and vertical positioning for construction layout and elevation verification.
Support Boat	1	Personnel transportation, inspections, and general project support.
Service Truck	1	Equipment servicing, fueling support, and transportation of tools and materials.
Spill Response Equipment	As Required	Environmental protection and spill response in accordance with project requirements.

Equipment Utilization

BlueTerra's equipment has been selected to operate as a fully integrated construction system throughout both the organic removal and backfill restoration phases. The same shallow-draft work barge equipped with the hydraulic articulating boom will remain in service throughout the project, transitioning seamlessly from sediment removal to hydraulic backfill placement without requiring additional marine equipment mobilization. This approach reduces downtime, improves production efficiency, and minimizes construction activity within the canal.

The 140-class hydraulic excavator stationed at the upland dewatering facility will support multiple phases of the operation by continuously removing accumulated solids from the clarifier system, maintaining the designated stockpile area, and directly loading haul trucks for off-site disposal. This configuration allows the excavator to remain in a fixed operating position throughout construction, minimizing unnecessary equipment movement while supporting continuous production.

By utilizing the same hydraulic conveyance system for both organic removal and backfill placement, BlueTerra maintains a streamlined construction process that minimizes equipment changeovers, reduces operational downtime, and provides precise control of material handling from excavation through final restoration.

6.0 Environmental Protection Measures

Environmental protection is a fundamental component of BlueTerra's construction methodology and will remain a primary focus throughout every phase of the Canal 145 Organic Removal and Backfill Restoration Project. BlueTerra has successfully completed numerous marine construction and organic removal projects within Florida's environmentally sensitive waterways, including Outstanding Florida Waters (OFWs), and understands the importance of protecting water quality while maintaining compliance with all applicable permits, regulatory requirements, and project specifications.

Rather than relying solely on environmental controls installed around the work area, BlueTerra's construction methodology has been specifically developed to minimize environmental impacts at their source. The shallow-draft work platform, controlled sediment recovery system, hydraulic conveyance system, multi-stage dewatering process, and hydraulic backfill placement methodology work together to reduce unnecessary disturbance to the canal, minimize material handling, and maintain a controlled construction process throughout the duration of the project.

Prior to the commencement of in-water construction activities, all required environmental protection measures will be installed and inspected. Floating turbidity barriers will be installed

around the active work area and maintained throughout construction to contain suspended sediments generated during organic removal and backfill operations. Because BlueTerra's hydraulic conveyance system continuously transports material directly between the work area and the upland dewatering facility, there is no need for repeated barge trips to unload excavated material and return to the canal. This allows construction activities to remain concentrated within a significantly smaller active work zone than conventional mechanical operations.

The reduced equipment movement within the canal allows BlueTerra to deploy additional floating turbidity barriers around the active work area, creating multiple layers of containment while concentrating environmental protection measures only where work is actively occurring. By maintaining a smaller construction footprint, turbidity barriers can be more effectively monitored, adjusted, and maintained throughout each phase of construction, providing an additional level of protection for the surrounding canal and adjacent properties.

BlueTerra's specialized shallow-draft sediment recovery system was selected specifically for the confined residential conditions within Canal 145. The integrated water jet system and hydraulic conveyance process allow accumulated organic sediments to be removed in a controlled manner while minimizing unnecessary disturbance of the underlying canal bottom. Because recovered material is hydraulically conveyed directly to the upland dewatering facility rather than repeatedly handled and transported throughout the canal, the methodology is designed to reduce the potential for turbidity generation associated with conventional mechanical excavation and repeated material handling.

Water generated during the dewatering process will be treated through a multi-stage clarification system designed to maximize solids removal prior to discharge. Polymer treatment will be introduced into the slurry stream to accelerate flocculation of suspended solids, improving clarification and overall dewatering efficiency. Following clarification, the treated water will pass through a final geotextile polishing bag prior to discharge, providing an additional level of filtration and environmental protection. This redundant treatment process provides an additional safeguard to help ensure discharge water consistently meets applicable project and regulatory requirements.

Throughout the dewatering operation, BlueTerra personnel will continuously monitor and optimize the polymer treatment process to ensure efficient solids separation and water clarification. Polymer application rates will be routinely tested and adjusted as material characteristics change throughout the project, allowing the treatment system to maintain peak performance under varying site conditions. This proactive approach maximizes dewatering efficiency, accelerates drying of recovered solids for off-site disposal, minimizes unnecessary polymer usage, and supports consistent compliance with all applicable water quality requirements.

BlueTerra has extensive experience performing marine construction within Florida's Outstanding Florida Waters and understands the importance of **proactive water quality monitoring**. Turbidity monitoring will be performed multiple times throughout each workday in accordance with project permits and specifications. Monitoring results will be continuously reviewed by project supervision to verify compliance throughout construction. Should turbidity readings approach permit thresholds, construction activities will be immediately evaluated and modified as necessary to maintain compliance and protect surrounding waters.

Comprehensive erosion and sediment control measures will be maintained throughout the staging and dewatering areas. Stockpiled materials will be protected using appropriate erosion and sediment control measures to prevent migration during rainfall events, while daily housekeeping practices will be implemented to maintain a clean, organized work site. Existing seawalls, docks, vessels, davits, utilities, overhead electrical lines, and adjacent private property will be identified prior to construction and protected throughout the duration of the project.

Fueling and routine equipment maintenance will be performed only within designated areas of the staging site. Spill prevention materials, absorbent products, and spill response equipment will be maintained on site at all times. In the event of an accidental release, BlueTerra personnel will immediately implement spill response procedures to contain, recover, and properly dispose of affected materials in accordance with applicable regulatory requirements.

BlueTerra recognizes that construction will occur within an active residential canal community. Every reasonable effort will be made to minimize unnecessary noise, equipment congestion, and impacts to surrounding residents while maintaining efficient project production. Daily housekeeping will be maintained throughout the project, and all personnel will conduct themselves in a professional manner while working within the community.

Environmental protection measures will be continuously monitored by project supervision throughout construction. Routine inspections will verify the effectiveness of turbidity barriers, erosion and sediment controls, dewatering operations, water treatment systems, spill prevention measures, and housekeeping practices. BlueTerra's Superintendent and project management team will have the authority to immediately modify or temporarily suspend construction activities whenever environmental conditions warrant corrective action. Any deficiencies identified during inspections or through turbidity monitoring will be corrected immediately to maintain compliance with project requirements, permit conditions, and environmental regulations.

BlueTerra's integrated construction methodology has been specifically developed to reduce environmental impacts by combining controlled sediment recovery, hydraulic conveyance, multi-stage water treatment, continuous polymer optimization, proactive turbidity monitoring, precise hydraulic backfill placement, and comprehensive environmental oversight into one

coordinated construction process. This systematic approach minimizes disturbance to the surrounding environment while delivering a safe, efficient, and environmentally responsible restoration project for the Village of Islamorada.

7.0 Quality Control & Survey Procedures

Quality control and survey verification are integrated into every phase of BlueTerra's construction methodology to ensure the completed work complies with the contract documents, project specifications, and required design elevations. Rather than relying solely on post-construction verification, BlueTerra utilizes continuous field inspections, survey verification, and quality control procedures throughout construction to identify and correct deficiencies as work progresses.

Prior to the commencement of construction, project control points will be established and verified to provide accurate horizontal and vertical control throughout the duration of the project. Existing canal conditions will be documented using the available bathymetric information and field verification to establish baseline conditions for organic removal and subsequent backfill restoration activities.

During the organic removal phase, excavation limits and completed work areas will be routinely verified to ensure accumulated organic sediments are removed to the required project limits. Sediment probing will be performed throughout construction to verify residual organic sediment thickness and confirm that unsuitable material has been removed prior to the commencement of backfill operations. If residual organic material is identified outside the project tolerances, additional organic removal operations will be completed before backfill placement begins.

Survey verification will continue throughout the backfill restoration process. BlueTerra will utilize continuous field measurements and RTK GPS positioning to monitor material placement, verify canal bottom elevations, and guide hydraulic placement operations. Survey verification will be performed continuously throughout each workday as construction progresses, allowing excavation and hydraulic backfill placement activities to be evaluated against the required design elevations in real time. This continuous verification process allows immediate adjustments to be made during construction, minimizing rework, improving placement accuracy, and ensuring a smooth, uniform finished canal bottom.

Material quality will be verified prior to incorporation into the project. Representative material samples and supporting laboratory test results for the approved backfill material and clean calcium carbonate sand will be submitted to the Village for review in accordance with the contract requirements. Only materials meeting the project specifications will be incorporated into the completed work.

BlueTerra's Superintendent will perform routine quality control inspections throughout construction to verify compliance with project requirements, equipment performance, environmental protection measures, workmanship standards, and production activities. Project management personnel will maintain continuous communication with field crews to promptly address any deficiencies identified during construction. Corrective actions will be implemented immediately to maintain compliance with the project specifications while minimizing impacts to the construction schedule.

Quality control extends beyond surveying alone. Throughout the project, BlueTerra will continuously monitor the performance of the sediment recovery system, hydraulic conveyance system, dewatering operation, clarifier performance, polymer optimization, and hydraulic backfill placement process. This ongoing evaluation allows adjustments to be made as field conditions change, maintaining consistent production efficiency while ensuring compliance with the project specifications and environmental requirements.

Survey activities will be performed by qualified personnel utilizing calibrated survey equipment appropriate for the required level of accuracy. Upon completion of the backfill operations, a final bathymetric survey will be performed by a Florida Registered Professional Surveyor to verify that the completed canal bottom meets the required design elevations in accordance with the contract documents. Survey documentation will be submitted to the Village as required by the contract.

BlueTerra understands that the project requires a follow-up bathymetric survey approximately ninety (90) days following completion of the restoration activities. This survey will verify the stability of the restored canal bottom and confirm that the required design elevations have been maintained. Should localized settlement or isolated low areas be identified during the follow-up survey, BlueTerra will restore those areas to the required elevations in accordance with the contract requirements.

Quality control documentation will be maintained throughout construction and will include daily construction reports, survey records, turbidity monitoring results, polymer optimization records, material certifications, equipment inspection reports, and other documentation necessary to demonstrate compliance with the contract documents, permit conditions, and applicable regulatory requirements.

BlueTerra's integrated quality control and survey program provides continuous verification throughout construction rather than relying solely on final acceptance inspections. By combining routine field inspections, real-time survey verification, continuous production monitoring, and proactive quality control, BlueTerra is able to identify and correct deficiencies as work progresses rather than after construction is complete. This integrated approach improves construction accuracy, supports efficient production, maintains environmental

compliance, and ensures the completed restoration meets the Village's expectations for quality, performance, and long-term durability.

8.0 Safety Procedures

Safety will be the highest priority throughout all phases of the Canal 145 Organic Removal and Backfill Restoration Project. BlueTerra is committed to providing a safe working environment for its employees, subcontractors, project stakeholders, residents, and the public while completing the project efficiently and in full compliance with all applicable federal, state, and local safety regulations.

Prior to the commencement of construction activities, all personnel will participate in a project-specific safety orientation covering the scope of work, identified hazards, emergency procedures, environmental protection requirements, equipment operations, and project-specific safety expectations. Daily Job Hazard Analyses (JHAs) and toolbox safety meetings will be conducted to review planned work activities, changing site conditions, weather forecasts, and any hazards associated with the day's operations. All personnel will be responsible for recognizing and reporting unsafe conditions so corrective action can be implemented immediately.

BlueTerra's construction methodology has been developed to minimize unnecessary equipment movement throughout the project. The shallow-draft work platform will remain concentrated within a limited work area while the hydraulic conveyance system continuously transports material to and from the upland staging area. By reducing repeated equipment movement within the canal, the project minimizes vessel traffic, equipment repositioning, and lifting operations, creating a safer and more controlled work environment for both construction personnel and nearby residents.

All construction equipment will undergo routine inspections before entering service and throughout the duration of the project. Preventive maintenance will be performed in accordance with manufacturer recommendations to ensure equipment remains in safe operating condition. Operators will perform daily equipment inspections and immediately report any deficiencies requiring repair or replacement. Equipment found to be unsafe will be removed from service until corrective actions have been completed.

Appropriate personal protective equipment (PPE) will be required at all times and will include, as applicable, hard hats, high-visibility apparel, safety glasses, gloves, steel-toe boots, hearing protection, and personal flotation devices (PFDs) for personnel working over or adjacent to the water. All employees will be trained in the proper use of required safety equipment before performing assigned work activities.

Special attention will be given to the unique challenges associated with working within an occupied residential canal. Equipment operations will be carefully coordinated to maintain safe clearances from seawalls, docks, davits, vessels, overhead utilities, and adjacent private property. Construction access routes and the staging area will be maintained in an organized manner to support safe vehicle movement while minimizing impacts to residents and local traffic.

Emergency response procedures will be established prior to mobilization and communicated to all project personnel. Emergency contact information, first aid equipment, fire extinguishers, spill response materials, and emergency evacuation procedures will be maintained at the staging area and readily accessible throughout construction. BlueTerra's field supervision will have the authority to immediately suspend operations whenever unsafe conditions are identified or when weather, equipment, or environmental conditions create unacceptable safety risks.

Project supervision will continuously monitor field operations to verify compliance with BlueTerra's safety program and applicable OSHA requirements. Routine safety inspections will be performed throughout construction, and any unsafe conditions or work practices identified during inspections will be corrected immediately. Safety performance will be reviewed regularly with project personnel to reinforce expectations and promote continuous improvement throughout the project.

BlueTerra believes that safe projects are well-planned projects. By integrating safety into every phase of construction—from mobilization and organic removal through dewatering, hydraulic backfill placement, and final restoration—BlueTerra will maintain a safe, organized, and efficient work environment while delivering a high-quality restoration project for the Village of Islamorada.

Section 3 Cost Proposal

Cost proposal remains in effect for ninety (90) days from 7/7/26.

Exhibit A

Project: Canal #145 Organic Removal and Backfill Restoration

Location: Lower Matecumbe Key, Florida

Contractor:

Date:

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	LINE TOTAL PRICE
1	Mobilization and Demobilization	LS	1	$254,300.00	$254,300.00
2	Maintenance of Traffic (Furnish and Install)	LS	1	$50,000.00	$50,000.00
3	Temporary Staging Area Erosion and Sediment Control (Furnish and Install)	LS	1	$50,000.00	$50,000.00
4	Floating Turbidity Barrier (Furnish and Install at mouth of canal and as required around construction area to control turbidity within permit requirements)	LF	800	$71.50	$57,200.00
5	Organic Material Removal and Dewatering	CY	2,300	$149.50	$343,850.00
6	Trucking and Disposal of Dewatered Organic Material	TON	1,610	$121.00	$194,810.00
7	Coarse Fill Material (Furnish and Install)	CY	7,344	$52.25	$383,724.00
8	Sand Fill Material (Furnish and Install)	CY	4,522	$47.00	$212,534.00
9	Trucking of Backfill Material	TON	16,613	$33.60	$558,196.80
10	Construction Surveys	EA	3	$9,000.00	$27,000.00
11	Rehabilitation of Staging Areas to Original Condition	LS	1	$65,000.00	$65,000.00
~~12~~	~~Removal and Replacement of Air Curtain System (diffusers and hoses)~~	~~LS~~	~~1~~		

Signature below verifies the proposal remains in effect for ninety (90) days.

Project Total: $2,196,614.80

Contractor's Signature: Heather Herold

Note: These quantities are estimates and the Contractor can strikethrough and adjust the quantities, if desired.

Section 4
Timeline

Timeline – Project Schedule / Phasing

BlueTerra will execute the Canal 145 Organic Removal and Backfill Restoration Project using a logical, phased construction approach designed to maximize production efficiency while maintaining continuous environmental protection, quality control, and communication throughout the duration of the project. Construction activities have been sequenced to minimize equipment mobilization, reduce unnecessary material handling, and provide a smooth transition between each phase of work.

Phase 1 – Mobilization & Site Preparation

Following issuance of the Notice to Proceed, BlueTerra will mobilize personnel, equipment, and materials to the Village-designated staging area. Site preparation activities will include establishment of the staging area, installation of temporary environmental protection measures, pre-construction coordination, project control verification, equipment inspections, and preparation of the upland dewatering facility. All required environmental controls and support systems will be fully operational prior to the commencement of in-water construction activities.

Phase 2 – Organic Removal Operations

Organic removal activities will begin utilizing BlueTerra's shallow-draft work platform, hydraulic articulating boom, integrated water jet system, and hydraulic conveyance process. Organic sediments will be continuously transported to the upland dewatering facility while environmental protection measures, turbidity monitoring, quality control inspections, and survey verification are performed throughout construction. Organic removal operations will continue until the required excavation limits have been achieved and verified.

Phase 3 – Dewatering & Material Disposal

Recovered sediments will be processed through the multi-stage clarification and dewatering system utilizing polymer treatment to maximize solids separation and water clarification. Dewatered material will be continuously removed from the clarifier system, stockpiled within the designated containment area, and loaded directly into haul trucks for transportation to the approved disposal facility. These activities will occur simultaneously with the organic removal operations, maintaining continuous production throughout the project.

Phase 4 – Backfill Restoration

Upon completion and verification of the organic removal activities, approved granular backfill material will be hydraulically conveyed to the canal utilizing the same marine work platform and

hydraulic conveyance system. Controlled hydraulic placement will restore the canal bottom to the required design elevations while continuous survey verification ensures compliance with the contract documents. Following placement of the structural backfill, the specified clean calcium carbonate sand cap will be hydraulically installed to establish the final design elevations.

Phase 5 – Final Survey, Restoration & Demobilization

Upon completion of the restoration activities, final bathymetric surveys will be performed by a Florida Registered Professional Surveyor to verify compliance with the required design elevations. Temporary environmental protection measures will be removed, the staging area restored, and all equipment and materials demobilized from the project site. Final project documentation will be submitted in accordance with the contract requirements, and BlueTerra will remain available to perform the required follow-up bathymetric survey and any corrective work required by the contract.

Throughout all phases of construction, BlueTerra will maintain continuous communication with the Village's representatives while coordinating environmental protection measures, quality control inspections, survey verification, material deliveries, and construction activities to support an efficient, organized, and successful project.

BlueTerra's integrated construction methodology has been specifically developed to minimize equipment changeovers, reduce downtime between construction phases, and maintain continuous production from mobilization through final restoration. By utilizing the same shallow-draft work platform, hydraulic conveyance system, dewatering operation, and project management team throughout the project, BlueTerra will efficiently complete the restoration while minimizing impacts to the surrounding residential community and maintaining compliance with all project requirements.

Phase	Duration
Phase 1 – Mobilization & Site Preparation	5 Working Days
Phase 2 – Organic Removal Operations	30 Working Days
Phase 3 – Dewatering & Material Disposal	Concurrent with Phase 2
Phase 4 – Backfill Restoration	40 Working Days
Phase 5 – Final Survey, Restoration & Demobilization	5 Working Days

Section 5
Ability to Obtain Bonds

June 29, 2026

RE: **BlueTerra, LLC**
Bonding Capability Letter

To Whom it May Concern:

We understand you are considering a relationship with BlueTerra, LLC (BlueTerra) and have requested information concerning the company's surety bond program.

BlueTerra is bonded by Philadelphia Indemnity Insurance Company (AM Best A++/XV). Philadelphia In demnity Insurance Company is duly authorized to do business in all 50 states. While each project is ap proved on its merits, BlueTerra has the ability to bond single projects up to $3,000,000.00, with an overall aggregate limit of $7,000,000.00.

BlueTerra's surety agency is Lockton Companies, LLC. Provided there are no significant changes in current conditions, we will continue to favorably consider the extension of surety credit within these parameters.

Please note, this letter is not to be constructed as a commitment to provide bonds for any specific project. It is intended solely as an indication of our past support and confidence in BlueTerra. Any arrangement to provide bonds is a matter between Lockton and BlueTerra and we assume no liability to third parties if we do not execute said bonds.

We highly recommend BlueTerra to you. They are well managed, financed, and truly capable of meeting your requirements. If you have any questions in regard to this letter, do not hesitate to call.

Sincerely,

Alyssa Hunt, Surety Account Manager
Lockton Companies, LLC - Southeast Series

LOCKTON COMPANIES
3280 Peachtree Road NE, Suite 1000, Floor 10
Atlanta, GA 30305

404.460.3600
lockton.com

Section 6
State and Local Authorization to Transact Business

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Previous On List Next On List Return to List Blueterra Search

No Events **No Name History**

Detail by Entity Name

Florida Limited Liability Company
BLUETERRA LLC

Filing Information

Document Number	L24000521620
FEI/EIN Number	33-2467792
Date Filed	12/17/2024
State	FL
Status	ACTIVE

Principal Address

865 RHETT STREET
WINTER GARDEN, FL 34787

Mailing Address

PO BOX 783095
WINTER GARDEN, FL 34778

Changed: 01/08/2025

Registered Agent Name & Address

HEROLD, HEATHER
865 RHETT STREET
WINTER GARDEN, FL 34787

Authorized Person(s) Detail

Name & Address

Title CEO

HEROLD, HEATHER
865 RHETT STREET
WINTER GARDEN, FL 34787

Annual Reports

Report Year	Filed Date
2025	01/08/2025

Document Images

01/08/2025 -- ANNUAL REPORT	View image in PDF format
12/17/2024 -- Florida Limited Liability	View image in PDF format

Previous On List Next On List Return to List Blueterra Search

No Events **No Name History**

State of Florida
Department of State

I certify from the records of this office that BLUETERRA LLC is a limited liability company organized under the laws of the State of Florida, filed on December 17, 2024.

The document number of this limited liability company is L24000521620.

I further certify that said limited liability company has paid all fees and penalties due this office through December 31, 2026, that its most recent annual report was filed on January 5, 2026, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Seventh day of July, 2026

Secretary of State

Tracking Number: 5987484874CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

COLLI, CHRISTOPHER THOMAS

BLUETERRA LLC
865 RHETT ST
WINTER GARDEN FL 34787

LICENSE NUMBER: CGC1537785

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 03/03/2025

Do not alter this document in any form.

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

Section 7
Signed Contract Documents

1. SUSPENSION AND DEBARMENT
2. CERTIFICATION REGARDING LOBBYING
3. ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS

12. SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Islamorada, Village of Islands. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Islamorada, Village of Islands, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Heather Herold
Signature of Authorized Certifying Official

Heather Herold, CEO
Name and Title of Authorized Certifying Official

07/03/2026
Date

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Heather Herold
Signature of Authorized Certifying Official

Heather Herold, CEO
Name and Title of Authorized Certifying Official

07/03/2026
Date

ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS

The following clauses will form part of the agreement between Islamorada, Village of Islands and the Contractor resulting from this RFP.

A. **Access to Records**:

The following access to records requirements shall apply to the contract.

1. The Contractor agrees to provide Islamorada, Village of Islands, the FEMA Administrator, the Comptroller General of the United Sates, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, Islamorada, Village of Islands and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

B. **Changes to the Contract:**

Any changes to the contract between Islamorada, Village of Islands and the Contractor modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

C. **Non-use of DHS Seal, Logo, and Flags:** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.

D. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.

E. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal

entity, contractor, or any other party pertaining to any matter resulting from the contract.

F. **Program Fraud and False or Fraudulent Statement or Related Facts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Heather Herold
Signature of Contractor's Authorized Official

Heather Herold, CEO
Name and Title of Contractor's Authorized Official

Section 8
Appendix A

1. ACKNOWLEDGMENT OF ADDENDA AND DOCUMENTS
2. AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

APPENDIX A

ACKNOWLEDGMENT OF ADDENDA AND DOCUMENTS

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED
1	06/09/2026
2	06/10/2026
3	06/22/2026
4	06/24/2026
5	06/30/2026
6	07/01/2026

In addition to the addenda listed above, I acknowledge receipt of the Affidavit Attesting to Noncoercive Conduct for Labor or Services or Services and if awarded an Agreement with the Village will execute the affidavit attesting that my business does not use coercion for labor or services.

Heather Herold
Signature

CEO
Title

Heather Herold
Print name

07/03/2026
Date

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: BlueTerra LLC ("**Vendor**")

Vendor FEIN: 33-2467792

Address: P.O. Box 783095

City: Winter Garden State: FL Zip: 34778

Phone number: (321) 626-6760 Email Address: heatherherold@blueterra.us

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

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

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

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

Written Declaration

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

By: Heather Herold
Authorized Signature

Print Name and Title: Heather Herold, CEO

Date: 07/03/2026

Canal 145 Organic Removal & Backfill Restoration Project

RFP 26-06

Proposal submitted by Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc.

Attention:
Islamorada, Village of Islands
Attn: Village Clerk
86800 Overseas Highway
Islamorada, Florida 33036

Dickerson is pleased to provide a proposal for the Canal 145 Organic Removal and Backfill Restoration project and has a complete understanding of the requirements for the project.

The purpose of the project is to increase the level of dissolved oxygen from the current levels. The goal is to achieve the surface water quality standards as outlined in Rule Chapter 62-302. To accomplish this goal, first the organic sediment will be dredged from the canal. The new design elevation will prevent accretion of new sediments in the canal, with the top layer of sand providing a clean bottom.

> *Dickerson Infrastructure is completely qualified to complete this project on time and within budget. In addition to our expertise, we plan to utilize B&Z as our prime subcontractor to assist in the completion of the dredging and material placement. As with many projects, we bring in and manage specialists such as B&Z to assist with complex projects to ensure a successful outcome. To complement our extensive experience, B&Z has 15 years of relevant experience required to perform projects of similar nature. Neither Dickerson nor B&Z have exceeded the substantial or final completion of any project. Dickerson & B&Z both are preferred contractors for marine based work, involving dredging, shoreline and canal restoration, rip-rap, marine mattresses, ACBM, commercial diving and erosion control systems. Both Dickerson and our prime subcontractor hold a Florida GC license and perform as a GC and subcontractor for the largest contractors in Florida. We have a proven reputation for providing excellent work products on time without conflicts. Oversight will be provided by Dickerson Infrastructure and providing an on-site project manager with over 20 years' relevant experience managing projects similar in nature and complexity. B&Z will provide a seasoned marine superintendent, highly skilled GPS operators and certified divers as needed.*

The following projects represent similar work completed by Dickerson within the last (2) years:

1. Project 1
    a. East Fork Creek Stormwater Treatment Area (STA) – Phase 2
    Martin County (Owner)
    Dickerson Infrastructure, Inc. (Prime Contractor)
    Description
    Construction of a 700' long Stormwater Treatment Area (STA) and 1,500' long lake within an unopened right-of-way and Florida Department of Transportation (FDOT)

lateral ditch to provide stormwater treatment. The scope of the project included site preparation, construction of a weir structure, and stormwater structures with reinforced concrete pipe. The workload is to include riprap placement, chain-link fencing relocation, 8" force main reroute, 12" reclaimed watermain reroute, and sodding. The improvements are to help enhanced water quality and flood attenuation benefits to the drainage basin. It is incumbent on the CONTRACTOR to maintain the existing drainage through the project area during the construction and plan for drainage management in the event of storms and hurricanes.
2/10/25-3/31/26
Contact: Jessica Garland – 772-288-5795 – jgarland@martin.fl.us
Contract Amount: $1,750,732.78

2. Project 2
    a. Twin Rivers
    Martin County (Owner)
    Dickerson Infrastructure, Inc. (Prime Contractor)
    Twin Rivers Park Shoreline Stabilization Project
    Stabilize a 300-foot section of shoreline
    along the southern perimeter of Twin Rivers Park.
    11/5/24 – 3/24/25
    Contact: Jessica Garland – 772-288-5795 – jgarland@martin.fl.us
    Contract Amount: $696,518.95

3. Project 3
    a. JILONA Tasks 1 – 6, the project is ongoing, but the following tasks have been completed:

    Bureau of Land Management (Owner)
    Dickerson Infrastructure, Inc. (Prime Contractor)
    Contact: Peter Dewitt – 561-295-5955 – pdewitt@blm.gov

    Base Bid: Services in this scope consist of upland site work including site clearing, excavation and fill placement, construction of a terraced wall with the upper wall being a large block gravity wall

    (Redi-Rock block wall or approved Engineer equivalent) and the lower wall being an anchored sheet pile wall

    1/1/25-6/30/26
    $6,757,335

    Option 2
    Services in this category include construction of limestone breakwaters above and below MHW along the Loxahatchee River and installation of timber fender piles as aids to navigation
    1/1/25-6/30/26
    $146,540

Option 3
Services in this category include construction of various limestone breakwaters and revetments south of S.R. 707 (locally known as Cato's bridge), construction of a pocket beach, and pile driving of timber fender piles, with locations noted on the Contract Documents.
1/1/25-6/30/26
$2,774,833.50

Option 6
Services in this category include construction of limestone breakwaters above and below MHW north of SR 707 (Cato's Bridge). Installation will be water based and must preserve local seagrass beds. Installation in shallow water typically less than -4 ft-NAVD.
1/1/25-6/30/26
$851,600

4. Project 4
   PC Replacement – West Palm Beach FS Area L-15 Canal (pc02 pc04 pc09 pc10 pc11 pc12)
   South Florida Water Management District (Owner)
   Dickerson Infrastructure (Prime Contractor)

Description
Removal and replacement of corrugated metal pipe (CMP) Project Culverts with risers and riprap on the L-15 canal at culvert locations PC09 (one 66" dia.), PC10 (two 66" dia.), PC11 (two 66" dia.), PC12 (one 66" dia.). CIPP lining of the existing culvert and riser installation at culvert location PC02 (three 66" dia.). Complete removal and embankment restoration at culvert location PC04. At all culvert locations provide (as applicable) levee limerock roadway, Tuffboom floating barriers, and demuck and reshape areas proximate to the culvert intake and discharge.
1/6/25-8/2025
Contact: Matthew Haluck – 561-682-2591 – mhaluck@sfwmcd.gov
Contract Amount: $5,092,684.00

The following projects represent similar work completed by B&Z within the last (2) years:

Project Name	Owner	Prime Contractor	Date of Contact	Description of Work	Contact
Schaffer Canal Restoration	**City of Hallandale Beach**	B&Z Construction	1/24	Dredging of 3,800CY of muck utilizing barges	Naudia Harty 954-457-1630
C23/24 South Reservoir Package 1	**South Florida Water Management District**	Phillips Heavy Civil	7/24	Dredging 91,000CY of sand utilizing barges	Daniel Burchett 865-776-3840
S-355 Spillway	**South Florida Water Management District**	Kiewit	5/25	Dredging 8,900CY of muck utilizing barges. Installing 2,500 CY of canal backfill utilizing barges	Travis Brilliant 954-214-1410

Project Approach/Methodology/Equipment

- Setup staging area/Install Erosion Control & MOT
- Mobilize marine/staging area equipment
- Install three turbidity curtains as shown on C-102
- Perform preliminary probes of organic sediment
- Suction dredge organic sediment back to containment at staging area
- After sediment is de-canted load into trucks and Haul to CL I landfill for Disposal
- Perform confirmation probes of sediment removal

The backfilling operation will be done by hydraulic and mechanical means. The approved imported backfill material will be hauled in and stockpiled in the staging area, loaded into a tank and then pumped to the station 16+25 and working back to station 0+00. A barge mounted excavator will grade the material using GPS to obtain the design elevations. This method ensures the backfill material will be placed under the existing boat lifts and docks.

- Remove turbidity curtains
- Demobilize marine/staging area equipment
- Clean up staging area and remove erosion control & MOT

Equipment :
-Spud barge with GPS excavator
-Material barges
-Staging area loader
-6" dredge
-3 bag decant system
-on-road tri-axle dump trucks (as needed)

Cost Proposal is provided using the Bid Form under Exhibit A per Addendum #5

Timeline

We anticipate that with a 5-day work week, the project will be totally complete in 140 calendar days (20 weeks/100 workdays)

Mobilization – 10 workdays
Sediment Dredge – 30 workdays
Sediment Drying – 5 workdays
Backfill – 50 workdays

Demobilization 5 workdays

Ability to obtain Bonds: Written acknowledgement of Dickerson's ability to obtain Performance and Payment Bonds in the amount of the Project cost is included.

State and Local Authorization to Transact Business: Proof of authorization from the Secretary of the State of Florida to transact and conduct business in the State of Florida is included. Dickerson has included a copy of our GC license and certification of status from the Secretary of the State of Florida and is fully licensed and certified in the State of Florida at the time of submittal for the type of services to be rendered.

In addition the following completed and signed contract documents are included:

- SUSPENSION AND DEBARMENT
- CERTIFICATION REGARDING LOBBYING
- ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA-FUNDED PROJECTS.
- APPENDIX A acknowledging receipt of Addenda and Affidavit Attesting to Noncoercive Conduct for Labor or Services is included.

We appreciate the opportunity to participate in this request for proposal.

Sincerely,

Richard J. Forlifer
Vice President
Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc.
3122 N. 25th Street
Ft. Pierce, FL 34946
(772) 429-4444
RickF@dfifl.com

Exhibit A

Project: Canal #145 Organic Removal and Backfill Restoration

Location: Lower Matecumbe Key, Florida

Contractor:

Date:

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	LINE TOTAL PRICE
1	Mobilization and Demobilization	LS	1	250,000.00	250,000.00
2	Maintenance of Traffic (Furnish and Install)	LS	1	5000.00	5000.00
3	Temporary Staging Area Erosion and Sediment Control (Furnish and Install)	LS	1	40,000.00	40,000.00
4	Floating Turbidity Barrier (Furnish and Install at mouth of canal and as required around construction area to control turbidity within permit requirements)	LF	800	22.00	17,600.00
5	Organic Material Removal and Dewatering	CY	2,300	90.00	207,000.00
6	Trucking and Disposal of Dewatered Organic Material	TON	1,610	200.00	322,000.00
7	Coarse Fill Material (Furnish and Install)	CY	7,344	140.00	1,028,160.00
8	Sand Fill Material (Furnish and Install)	CY	4,522	150.00	678,300.00
9	Trucking of Backfill Material	TON	16,613	25.00	415,325.00
10	Construction Surveys	EA	3	5000.00	15,000.00
11	Rehabilitation of Staging Areas to Original Condition	LS	1	10,000.00	10,000.00
~~12~~	~~Removal and Replacement of Air Curtain System (diffusers and hoses)~~	~~LS~~	~~1~~		

Signature below verifies the proposal remains in effect for ninety (90) days.

Project Total: 2,988,385.00

Contractor's Signature: _____

Note: These quantities are estimates and the Contractor can strikethrough and adjust the quantities, if desired.

USI Insurance Services
6100 Fairview Drive
Suite 1400
Charlotte, NC 28210
www.usi.com
Tel: 704.543.0258

July 7, 2026

Islamorada, Village of Islands
Attn: Village Clerk
86800 Overseas Highway
Islamorada, Florida 33036

RE: Our Client: Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc.

Project Name: CANAL 145 ORGANIC REMOVAL & BACKFILL RESTORATION PROJECT

To Whom It May Concern:

It is our pleasure to comment on the bonding qualifications of Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc. Travelers Casualty and Surety Company of America has handles the bonding needs of Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc. Their current bonding capacity for single jobs is in the $30,000,000 range, with an aggregate backlog of up to $100,000,000.

We consider Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc.to be one of the more outstanding contractors and we recommend them highly. Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc.is well managed, adequately equipped and sufficiently financed to handle a project of this size. They provide the quality workmanship that you need on this type of project.

In the event, Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc.is awarded a Contract, and Performance and Payment Bonds are required, Travelers Casualty and Surety Company of America is prepared to issue the necessary bonds, subject to normal underwriting considerations including, but not limited to current financial information, final contract terms, conditions and construction financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

Travelers Casualty and Surety Company of America is authorized to transact business in the State of North Carolina, is listed on the U.S. Treasury Department's Listing of Approved Sureties and is rated A++ (Superior) with a financial category of XV ($2 billion or greater) by A.M. Best Company.

Sincerely,

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Katherine Fowler, Attorney-In-Fact

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Katherine Fowler** of **CHARLOTTE**, **North Carolina**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **13th** day of **May**, **2026.**

SEAL SEAL SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **13th** day of **May**, **2026**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President, Surety, Bond & Specialty Insurance, of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **31st** day of **March**, **2031**

MARIE E. SORENSEN NOTARY PUBLIC CONNECTICUT

_____
Marie E. Sorensen, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **7th** day of **July**, **2026**.

SEAL SEAL SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

State of Florida
Department of State

I certify from the records of this office that DICKERSON INFRASTRUCTURE, INC. is a Nevada corporation authorized to transact business in the State of Florida, qualified on May 13, 2022.

The document number of this corporation is F22000003019.

I further certify that said corporation has paid all fees due this office through December 31, 2026, that its most recent annual report/uniform business report was filed on January 22, 2026, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-second day of January, 2026

Secretary of State

Tracking Number: 9834582671CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

LASTINGER, JESSE ANTHONY II

DICKERSON FLORIDA, INC.
3122 NORTH 25TH STREET
FORT PIERCE FL 34946

LICENSE NUMBER: CGC1518661

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 01/16/2025

Do not alter this document in any form.

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

12. SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Islamorada, Village of Islands. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Islamorada, Village of Islands, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature of Authorized Certifying Official

Richard J. Forlifer -Vice President

Name and Title of Authorized Certifying Official

July 7, 2026

Date

13. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the following certification: APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING. The certification is found on the next page.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Authorized Certifying Official

Richard J. Forlifer - Vice President

Name and Title of Authorized Certifying Official

July 7,2026

Date

ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS

The following clauses will form part of the agreement between Islamorada, Village of Islands and the Contractor resulting from this RFP.

A. **Access to Records**:

The following access to records requirements shall apply to the contract.

1. The Contractor agrees to provide Islamorada, Village of Islands, the FEMA Administrator, the Comptroller General of the United Sates, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, Islamorada, Village of Islands and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

B. **Changes to the Contract:**

Any changes to the contract between Islamorada, Village of Islands and the Contractor modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

C. **Non-use of DHS Seal, Logo, and Flags:** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.

D. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.

E. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal

entity, contractor, or any other party pertaining to any matter resulting from the contract.

F. **Program Fraud and False or Fraudulent Statement or Related Facts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Signature of Contractor's Authorized Official

Richard J. Forlifer Vice President

Name and Title of Contractor's Authorized Official

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Dickerson Infrastructure Inc. dba Dickerson Florida Inc. ("**Vendor**")

Vendor FEIN: 56-1327509

Address: 3122 N. 25th street

City: Ft. Pierce State: Florida Zip: 34946

Phone number: 772-429-4444 Email Address: mbryant@dfifl.com

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

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

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

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

Written Declaration

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

By: _____
Authorized Signature

Print Name and Title: Richard J. Forlifer, Vice President

Date: July 7, 2026

APPENDIX A

ACKNOWLEDGMENT OF ADDENDA AND DOCUMENTS

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED
1.	6-9-26
2.	6-10-26
3.	6-22-26
4.	6-24-26
5.	6-30-26
6.	7-1-26

In addition to the addenda listed above, I acknowledge receipt of the Affidavit Attesting to Noncoercive Conduct for Labor or Services or Services and if awarded an Agreement with the Village will execute the affidavit attesting that my business does not use coercion for labor or services.

Signature

Vice President
Title

Richard J. Forlifer
Print name

July 7, 2026
Date

Request for Proposals 26-06 CANAL 145 BACKFILL RESTORATION PROJECT

Dickerson Infrastructure, Inc. intends to utilize the services of the following subcontractors for this project:

B&Z Diving Services, LLC dba B&Z Construction

Certified as an SBE through South Florida Water Management District under the following codes:

- **962-26 DIVING SERVICES**
- **968-22 CANAL BANK RESTORATION**
- **968-42 GENERAL CONSTRUCTION**
- **988-14 EROSION CONTROL SERVICES**

True South Logistics, LLC

Services to be provided: Trucking/Hauling

Certified as an SBE and DBE by FDOT

Certifications are attached.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

October 23, 2025

REGISTERED VENDOR NO.: 119071

Ms. Karli Hape, Controller
B&Z Diving Services, LLC dba B&Z Construction
11226 Coral Key Drive
Boca Raton, FL 33498

CERTIFICATION EFFECTIVE DATE:
October 23, 2025

CERTIFICATION EXPIRATION DATE:
October 23, 2028

Dear Ms. Hope:

Congratulations, the South Florida Water Management District (District) has recertified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may **only** be applied when business is conducted in the following area(s):

General Contracting Services; Canal/Levee Construction/Restoration; Dredging; Grading and Excavation Services; Commercial Diving Services; Underwater Inspections and Repairs; Erosion Control; Rip Rap Installation

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times.

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

Jennifer Dollar
SBE Program Specialist
Procurement Bureau

JD

Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE)
Certificate of Eligibility

TRUESOUTH LOGISTICS LLC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

423320, 541614

Laura Paskvan

DBE & Small Business Development Manager

Florida Department of Transportation

ANNIVERSARY DATE – Annually on June 6

The Florida Department of Transportation (Department) has certified, TRUESOUTH LOGISTICS LLC under the Florida's Unified Certification Program (UCP) as a Disadvantaged Business Enterprise (DBE), in accordance with Title 49 Part 26, Code of Federal Regulations (CFR).

DBE Certification does not expire. It is contingent upon the firm maintaining eligibility annually through this office. We will notify Owners of their responsibilities in advance of the anniversary date.

We have listed the firm in the Florida's DBE Certification Directory, found at the following link: https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory

Prime contractors and consultants must verify the firm's DBE certification status, and identify eligible work area(s) through the Directory. The Department makes available DBE Support Service Providers, offering managerial and technical assistance at no cost.

Contact us at (850) 414-4747 or via email DBECert.Help@dot.state.fl.us with your questions or concerns. Thank you.

Laura Paskvan
DBE & Small Business Development Manager
Equal Opportunity Office

Florida Department of Transportation
Construction, Maintenance, and other Contractual Services Firms
Small Businesses
by Activity or Specialty Area

Note: Please refer to the following link for professional services small businesses: https://www.fdot.gov/procurement/InternetReports.shtm#qual

Activities or Specialty Areas				
Vendor Other Building Equipment Contractors	Comment	Mailing Address	Contact Person	Telephone Number
TRUESOUTH LOGISTICS, LLC		7901 4th Street N STE 300 2113 Viking Circle Birmingham AL 35216 St. Petersburg FL 33702	Chrissy Ruth	4075907644

Note: This Small Business Listing provides a list of firms that have self-certified that they meet the definition of a small business in accordance with section 337.027, F.S. and have completed the Small Business Affidavit, Form No. 275-000-01. The Small Business listing is provided for informational purposes, and is not intended to constitute an all-inclusive list of small businesses. The Department takes no responsibility for the information self-certified by firms in the Small Business Affidavit Form. Small business firms included on this list are required to annually submit a new Small Business Affidavit to remain active on the Small Business List.

Listing on this report does not constitute Contractor Prequalification with FDOT. Contractors who wish to become qualified with FDOT in construction work classes should go to http://www.fdot.gov/contracts/PreQual_Info/prequalified.shtm . To verify Contractor Prequalification, please visit https://fdotwp1.dot.state.fl.us/contractorprequalification/public/PrequalifiedVendorSearch.aspx .

Counties of Interest

Report Run on 6/8/2026

Cover Letter

The intent of the Canal 145 Backfill Restoration Project is to dredge and dispose of the organic muck that has accumulated in the canal. This muck is caused by weed wrack that has migrated into the canal and decomposed, sinking to the bottom. When this decomposed material breaks down it creates gases that deplete the canal of dissolved oxygen preventing the canal system from supporting marine life.

After dredging operations have concluded, backfilling operations will occur utilizing layers of lime rock and carbonate sand to raise the elevation of the canal floor. This backfilling will significantly improve the dissolved oxygen content and will allow sunlight to reach the canal bottom facilitating the growth of aquatic vegetation, corals, and other sea life common in the Florida Keys allowing this canal to flourish.

With over 25 years of general contracting experience, LPS Utilities, Inc., doing business as LPS Contracting, is a leading provider of construction services in the Florida Keys. We have successfully managed, performed, and delivered projects in more than 17 states and recently completed well over 350 projects in South Florida.

LPS Contracting holds both the State of Florida General Contractor and Underground Utility Contractor licenses, as well as United States Longshoreman's Insurance, Jones Act Insurance, and Inland Marine Insurance and is bondable up to $30 million aggregate. These qualifications enable us to safely and efficiently perform any scope of work on or over water, providing full protection for our clients.

Many of our employees reside in the Florida Keys, giving our team firsthand knowledge of the unique logistical, environmental, and regulatory challenges of construction in this region. LPS has extensive experience working with the Army Corps of Engineers (USACE), Florida Department of Environmental Protection (FDEP), Florida Fish and Wildlife Conservation Commission (FWC), Florida Keys National Marine Sanctuary (FKNMS), and the National Oceanic and Atmospheric Administration (NOAA).

Sustainability is a core principle at LPS. We are deeply familiar with the sensitive ecosystems of the Florida Keys and prioritize environmental stewardship on every project. Our marine construction practices exceed required safety and environmental standards to minimize any impact on the surrounding habitat.

In recent years, LPS has partnered with local municipalities to successfully implement water quality improvement projects designed to enhance the benthic community in the Florida Keys. These efforts have increased dissolved oxygen levels in local canal systems, helping to restore ecosystems affected by historical construction practices and economic development.

Additionally, LPS manages and coordinates the planting of mangroves, buttonwoods, and other native vegetation to further mitigate environmental impacts and promote ecological resilience in the projects we undertake.

The following projects are a representation of some of the recent projects LPS has successfully completed and is not an exhaustive list of each project. This list is provided to depict examples of experience, contact information for references, and to provide details about our qualifications. Not included in this list are 40 residential projects we perform each year.

Water Quality Improvement Project Canal #475 – Geiger Key, Florida
Contract Amount: $1,600,000.00
Complete: October 2023
Owner: Monroe Board of County Commissioners
1100 Simonton Street
Key West, FL 33040
305-395-9928

Engineer: WSP Environmental
5845 NW 158th Street
Miami Lakes, FL 33014
314-920-8359

The scope of this project was to install two submerged 24"x38" reinforced elliptical concrete culverts to hydraulically connect Canals #475 and #470 to increase the turnover rate for the canal system achieving the FDEP water quality standards for dissolved oxygen. This work consisted of installing 836 linear feet of elliptical concrete pipe, 192 yards of backfill, 178 yards of flowable fill, constructing three concrete headwalls, two culvert cleanouts, four manatee gates, nearly 15,000 square feet of paving and restoring 11 private lots to pre-existing condition.

Water Quality Improvement Project Canal #259 – Big Pine Key, Florida
Contract Amount: $760,000.00
Complete: October 2023
Owner: Monroe Board of County Commissioners
1100 Simonton Street
Key West, FL 33040
305-395-9928

Engineer: WSP Environmental
5845 NW 158th Street
Miami Lakes, FL 33014
314-920-8359

The scope of this project was to install two submerged 6'x6' reinforced Class IV concrete box culverts to hydraulically connect Canals #259 and #263 to increase the turnover rate for the canal system achieving the FDEP water quality standards for dissolved oxygen. This work consisted of installing 80 linear feet of reinforced concrete box culvert, dredging, dewatering, and disposing of 80 cubic yards of spoils, installing 40 yards of rip rap, constructing

four concrete headwalls, installing four manatee gates, planting 41 red mangroves and 26 green buttonwoods, nearly 2,200 square feet of paving, and restoring three private lots to pre-existing condition.

Canal #256 Maintenance Dredging – Marathon, Florida
Contract Amount: $59,270.00
Complete: July 2020
Owner: City of Marathon
9805 Overseas Highway
Marathon, FL 33050
305-289-4130

Engineer: Wood Environmental
5845 NW 158th Street
Miami Lakes, FL 33014
305-826-5588

The scope of this project was to dredge each end of a dead-end canal and clean out two concrete pipes connecting the canals with suction dredging equipment. This project consisted of trimming red mangroves, dredging approximately 170 cubic yards of spoils from the dead-end canal, and removing silt from 128 linear feet of 36" concrete pipe before installing manatee grates at each end of the pipes underneath Calle Ensueno in Marathon.

Canal #257 Culvert Restoration – Marathon, Florida
Contract Amount: $288,868.92
Complete: May 2020
Owner: City of Marathon
9805 Overseas Highway
Marathon, FL 33050
305-289-4130

Engineer: Amec Foster Wheeler
5845 NW 158th Street
Miami Lakes, FL 33014
305-826-5588

The scope of this project was to replace a failing culvert underneath Spoonbill Drive in Marathon with a 6'x6' concrete box culvert with manatee grates. LPS had to also hydraulically dredge another existing culvert that was to remain to clean out any sediment trapped within the pipe. In addition to this hydraulic dredging, LPS also mechanically dredged 417 cubic yards to prepare for the box culvert installation. This project was also funded by an FDEP grant for canal restoration.

Wellen Park Village I – North Port, Florida
Contract Amount: $23,492,098.94
Completed: November 2023
Owner: Wellen Park Construction, LLLP
12260 Everglow Drive #14
Venice, FL 34293
941-999-4822

Engineer: Stantec
901 Ponce De Leon Blvd.
Coral Gables, FL 33134
305-445-2900

The scope of this project was to provide sitework and utility installation for a new housing community in North Port, FL. LPS excavated roughly 2,632,000 cubic yards of earth, graded 1,135,124 cubic yards of lots for construction, added and compacted 65,799 cubic yards of base for road stabilization and installed $11,099,976 worth of water, sanitation, and storm utilities. This project was completed 2 months ahead of schedule.

Wellen Park Lakespur – North Port, Florida
Contract Amount: $2,443,646.32
Completed: January 2025
Owner: Wellen Park Construction, LLLP
12260 Everglow Drive #14
Venice, FL 34293
941-999-4822

Engineer: Kimley Horn
1800 2nd St Suite 900
Sarasota, FL 34236
941-379-7600

The scope of this project was to provide sitework and utility installation for a new housing community in North Port, FL. LPS installed 1,921 linear feet of stormwater utilities, 23 storm structures, 2,971 linear feet of sanitary pipe, 47 sanitary structures, 4,025 linear feet of water main, 90 water service lines, paved 10,300 square yards of roadway, and installed 13,912 square feet of concrete sidewalk

Water Oak Estates – Lady Lake, Florida
Contract Amount: $9,976,321.35
Complete: April 2024
Owner: Sun Water Oak Expansion LLC
27777 Franklin Road, Suite 200
Southfield, MI 48034
321-276-5183

Engineer: Atwell, LLC
1800 Parkway Place,
Marietta, GA 30067
404-895-9446

The scope of this project was to clear, grub and grade to prepare the 88 acre site for building 296 single family homes. In doing so, LPS also installed over 17,000 linear feet of stormwater drainage with 22 structures, over 10,000 linear feet of sanitary sewer with 43 structures and more than 10,170 linear feet of water line.

1800 Atlantic Shoreline Restoration – Key West, FL
Contract Amount: $1,280,000.00
Completed: August 2024
Owner: 1800 Atlantic Condominiums
1800 Atlantic Boulevard
Key West, FL 33040
412-977-2125

Engineer: Cummins Cederberg, Inc.
201 Alhambra Cir.
Coral Gables, FL 33134
305-741-6155

The intent of this project was to quickly armor the condominiums from future storm surge and storm events. For this project, LPS cleared and excavated over 800 tons of fill, placed 410 tons of bedding stone, 2,150 tons of armor stone, and 1210 ton of sand, and installed over 100 linear feet of stormwater pipe in 19 days, working in the tight confines of the City of Key West.

Ocean Breeze – Marathon, Florida
Contract Amount: $1,100,000.00
Complete: October 2020
Owner: Sun Water Oak Expansion LLC
27777 Franklin Road, Suite 200
Southfield, MI 48034
321-276-5183

Engineer: Atwell, LLC
1800 Parkway Place
Marietta, GA 30067
404-895-9446

The scope of this project was to prepare the site for building 48 single family residences, install underground utilities, and restore/stabilize the shoreline. LPS installed 920 linear feet of water main and 50 services. We installed 48 sanitary laterals with cleanouts and prepared 1,767 square yards of roadway subgrade. For shoreline restoration, LPS installed 463 cubic yards of rip rap, replaced 190 linear feet of concrete cap on seawall and installed 172 linear feet of new seawall.

Florida Keys Resort – Marathon, Florida
Contract Amount: $11,300,942.16
Owner: Florida Keys Resort Holdings, LLC
1000 N US Hwy One 902
Jupiter, FL 33477
305-923-0987

Engineer: Weiler Engineering
6805 Overseas Hwy
Marathon, FL 33050
305-289-4161

The scope of this project was to provide sitework and utility installation for a new resort in Marathon, FL. LPS cleared, grubbed, and graded nearly 60 acres of property, stabilized and compacted 31,288 SY of land for the construction of building pads, roadways, and parking lots, raised nearly the entire property to 3' elevation, and installed over 7,729' of underground utilities.

Spencer's Boatyard – Key West, Florida
Contract Amount: $1,986,444.00
Owner: City of Key West
1300 White Street
Key West, FL 33040
305-731-4980

Engineer: HighSpans Engineering
2121 McGregor Blvd. Suite 200
Fort Meyers, FL 33901
850-242-6070

The scope of this project was to rebuild an aging seawall and boat hoist platforms for the City of Key West's only working boat yard. LPS dredged 126 cubic yards of sediment, installed 190 linear feet of new seawall, three cast in place boat hoist platforms atop prestressed concrete pilings, and a 530 square foot timber dock.

Crawl Key RO Site Prep – Marathon, Florida
Contract Amount: $2,292,919.40
Owner: Florida Keys Aqueduct Authority
1100 Kennedy Drive
Key West, FL 33040
305-783-8513

Engineer: Carollo Engineering
2056 Vista Parkway West
Palm Beach, FL 33411
305-261-2484

The scope of this project is to provide site preparation for a future reverse osmosis facility. This project consists of processing, spreading, and compacting on site fill, importing, grading and compacting nearly 20k tons of structural fill, importing 3,000 cubic yards of rip rap, and excavating/grading swales and a retention pond.

Festival Park – Cape Coral, Florida
Contract Amount: $4,576,632.65
Owner: City of Cape Coral
1510 Cultural Park Blvd.
Cape Coral, FL 33990
239-574-0401

Engineer: Kimley Horn
1777 Main Street, Ste 200
Sarasota, FL 34236
941-379-7600

The scope of this project was to provide site preparation for an 82-acre municipal park in Cape Coral consisting of 10 soccer fields, walking trails, an amphitheater, and a concession building with both paved and unpaved parking areas. LPS was hired to perform the sitework and underground utilities for the project consisting of clearing and grubbing nearly 80 acres, installing 3,561 linear feet of water lines with 750 linear feet being bored under the canal, installing 4,649 linear feet of stormwater pipe with 52 structures, installing 27,415 square feet of sidewalks, and paving 18,700 square yards of asphalt.

Duck Key Breakwater Repair & Living Shoreline Project
Contract Amount: $8,198,689.50
Owner: Monroe Board of County Commissioners
1100 Simonton Street
Key West, FL 33040
305-395-9928

Engineer: WSP Environmental
5845 NW 158th Street
Miami Lakes, FL 33014
314-920-8359

The scope of this project was completed over the course of 3 phases. Each phase included the removal and disposal of unsuitable materials. Following this, we furnished and installed New aggregate material, geotextile fabric and RipRap. The project also included Mangrove Planting and establishing a living shoreline with Planting.

Tavernier Breakwater Repair & Seaweed Barrier System Water Quality Improvement Project
Contract Amount: $1,641,684.00
Owner: Monroe Board of County Commissioners
1100 Simonton Street
Key West, FL 33040
305-395-9928

Engineer: WSP Environmental
5845 NW 158th Street
Miami Lakes, FL 33014
314-920-8359

The scope of this project was to remove 3,034 Tons of existing Rip Rap from the channel that had received storm damage. LPS proceeded to rebuild the Rip Rap Breakwater with Fill Material, Geotextile Fabric and 3,539 Tons of new Rip Rap.

Reference #1: Monroe Board of County Commissioners
1100 Simonton Street
Key West, FL 33040
Attention: Rhonda Haag
Phone: 305-395-9928
Email: haag-rhonda@monroecounty-fl.gov

Reference #2: WSP Environmental
5845 NW 158th Street
Miami Lake, FL 33014
Attention: Shayan Ataei
Phone: 437-986-6661
Email: shayan.ataei@wsp.com

Reference #3: Cummins Cederberg, Inc.
201 Alhambra Cir.
Coral Gables, FL 33134
Attention: Courtney Olney
Phone: 305-741-6155
Email: colney@cumminscederberg.com

Mechanical Dredging

Mechanical dredging is a method preferred in the Florida Keys by many due to the speed of moving the required volume of sediment. This is typically performed by excavators or cranes on top of barges with specialized laser equipment to ensure the required elevations are met. Because this is our preferred method of dredging, LPS has partnered with a hauling broker who has over 60 trucks with watertight dump bodies, safety bolts, and no spill shield welded to the top of the dump bodies to prevent spills on public roads. Utilizing these trucks, LPS can mechanically dewater within the project area and load wet into trucks to be transported to an approved dump site to be disposed of. Not only does this greatly reduce the time to completion, it also reduces the space necessary to store and dewater dredged spoils and eliminates the need for dredged spoils to sit around while being separated and dewatered.

Due to the limited staging locations available for this project, LPS is proposing to utilize a 24'x100' hopper barge to temporarily store the dredged spoils. While dredging is being performed, water in this hopper barge will rise to the top and eliminate the rotten smell accustomed with dredging. This hopper barge will be allowed to settle each night and dewatered first thing in the morning prior to transporting this material by water to our disposal site in Marathon that is approved by USACE to retain this organic material. Not only will this method ensure the community streets stay clean during dredging operations, but this will also increase the time to completion and prohibit the need for plumbing suction pipes to a different property nearby. This greatly reduces the cost for this project and reduces the impact on the community significantly. All testing necessary for this dredge spoils and dewatering can be done from our barge.

LPS Contracting has inspected all proposed staging areas for this project and is not able to find a location to facilitate construction for this project due to the space necessary for storage and dewatering the dredged spoils without moving at an extremely slow pace and limiting the dredging to approximately 25 cubic yards a day, making it impractical. This is the most significant reason LPS proposes to utilize a large hopper barge in the canal for temporarily storing the dredge spoils.

LPS Contracting has performed many dredging projects in the Florida Keys in recent years. With much of our workforce living in the Florida Keys, we are very experienced with the difficulties this project presents. If we receive this contract, LPS does not expect any impact private property until loading out dewatered dredged spoils and importing aggregates to be placed in the canal.

All construction activities for this project will be performed in strict accordance with Monroe County's General and Supplementary Contract Conditions, the plans and technical specifications prepared by WSP USA, and all applicable requirements and regulations of the Florida Department of Environmental Protection and the U.S. Army Corps of Engineers.

Construction Methodology Plan – Canal 145 Organic Removal and Backfilling, Islamorada, Monroe County, FL

Introduction

The scope of work for the Canal 145 Organic Removal and Backfilling Project is to improve the water quality in the existing canal and restore its benthic community. This is to be completed by means of dredging to remove the decomposed sediment and backfilling to create a bottom that promotes micro-organisms and aquatic life.

Objectives

- Ensure safe and efficient dredging and backfilling operations.
- Minimize the impact on the community and adjacent environments.
- Adhere to design specifications, environmental and safety standards, and timelines.

Preliminary Activities

1. Site Survey, Investigation, Marking

A comprehensive site survey must be conducted to understand the existing site conditions of the canal, and the private properties surrounding the canal. Key activities include:

- Existing conditions surveys to establish phasing and project schedule.
- Surveying to establish elevation benchmark.
- Expansive pre-conditions survey of nearby properties/infrastructure.

2. Project Schedule Determination

A comprehensive project schedule will be created based on phases of construction, material availability and lead time, project flow from staging areas, and material haul-in and haul-out technicalities. A detailed construction timeline will be developed, outlining key milestones such as:

- Commencement of each phase
- Completion of dredging operations.
- Post-dredging bathymetric surveying.
- Commencement of backfilling operations.

- Post-backfilling bathymetric surveying.

3. Staging Area Designation

Ensure all areas designated for staging and lay-down are suitable for equipment and materials needed for the project. The staging areas are key to expedite flow between project phases.

- Identify and obtain staging and laydown areas within project limits to facilitate construction.
- Layout staging based on preconstruction schedule and determined project phases.
- Ensure staging area is safe and efficient to minimize impact to nearby canal users, and vessels in the area.

4. Preconstruction Meetings

Prepare agenda for preconstruction meetings with key stakeholders including engineers, Monroe County personnel, and other personnel directly impacted by construction activities. LPS will ensure the proposed project schedule is up to date and discuss the requirements of each phase so all stakeholders are aligned. These meetings will include:

- WSP & Monroe County
- Construction management, personnel, and potential subcontractors.
- Residential personnel directly impacted by construction via easement/staging/etc.

5. Submittal, Review, and Procurement of Materials and Equipment

Submit and procure all necessary materials and components such as dewatering methods, polymers, and proposed backfilling aggregates.

Mobilization

MOT Installation & Staging/Construction Area Setup

- Install appropriate signage and barriers to separate staging areas from construction area.
- Install the required soil tracking devices and floating turbidity curtains.
- Implement strict safety management protocols to protect workers and other stakeholders who are within project limits during construction.
- Install silt fence, turbidity curtains, and other erosion control methods.

Commencement of Construction

1. Dredging

We will begin dredging using a small barge with a GPS equipped excavator to dig out existing sediment to plan grade. The excavator being equipped with GPS ensures the correct amount of sediment is removed in each location. We will load the sediment directly into a floating Hopper Barge. Once the Hopper Barge is full then we will push the loaded Hopper Barge to the designated load out site. We will then use a second excavator to unload the Hopper Directly into a semi truck. The dredge material will never be lace in the load out area. The Semi trucks will contain profile liners in the dump box to ensure no dredge material leaks out of the box. The material will never hit the ground and will be immediately hauled off site to an approved Army Corp land fill. We will then survey the work area to ensure the correct depth was achieved.

When dredging underneath boat lifts LPS will use the following practices. We will coordinate with home owners to raise there boat lifts. We will then use a long stick excavator to reach under the lifts to ensure sediment is being reached to the satisfaction of the residents.

2. Backfilling

The calcium carbonate sand will be placed from the import trucks, using the land based excavator, into the same hopper barge. We will then push the hopper barge out to the excavator located on the barge in the water. The excavator will unload the hopper and use the built in GPS to ensure the correct amount of sand cap is installed per plan in each area.

We will then survey the area to ensure the correct elevation of the sand cap has been achieved, before moving on to the next step.

We will then begin to set coarse lime rock to grade, using the same process from import truck to hopper to water side excavator. The water side excavator will use GPS again to ensure the correct amount of lime rock is set in each area, per plan.

Once lime rock has been set, we will survey the area to ensure the final grade has been set to plan.

3. Restoration

Once receiving approval that the post backfilling as-built/bathymetric survey has been approved, LPS will commence the restoration phase, breaking down MOT, turbidity curtains, and restoring the staging area to pre-construction conditions or better.

Quality Assurance and Control

1. Material Testing

LPS will have all materials proposed for this project tested or will provide test results to EOR and Monroe County to ensure they meet or exceed the specifications for this project prior to being utilized. This includes all aggregates and polymers necessary to complete this project and to ensure the required standards and satisfaction are met.

2. Inspections & Surveying

Regular inspections will be conducted at each stage of construction to verify compliance with the design and methodology. As-built bathymetric surveys will also be conducted at each stage of construction to ensure compliance with the design and specifications.

Safety Measures

- Ensure that all workers are equipped with personal protective equipment (PPE).
- Ensure all staging and construction areas are kept neat and tidy throughout the project.
- Ensure MOT is in working order to minimize disturbances to nearby businesses and residents.
- Ensure all workers participating in dredging are wearing gas detection monitors until all dredging operations have concluded.

Environmental Considerations

- Ensure turbidity curtains are installed and in good working order prior to construction of each phase.
- Dispose of dredged material responsibly, adhering to environmental regulations and safety standards.
- Ensure all best management practices are implemented and in good working conditions.

Conclusion

The restoration of Canal 145 is a multifaceted process requiring meticulous planning, skilled execution, and stringent quality control. By adhering to this construction methodology plan, the project can be executed efficiently, ensuring durability, safety, and minimal disruption to the community surrounding Canal 145. This plan serves as a guide to achieving successful outcomes while meeting all engineering, safety, and environmental standards.

Unit Price Cost Proposal Sheet
Canal #145

Project: Canal #145 Organic Removal and Backfill Restoration

Location: Lower Matecumbe Key, Florida

Contractor:

Date:

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	LINE TOTAL PRICE
1	Mobilization and Demobilization	LS	1	125,000	125,000
2	Maintenance of Traffic (Furnish and Install)	LS	1	120,000	120,000
3	Temporary Staging Area Erosion and Sediment Control (Furnish and Install)	LS	1	125,000	125,000
4	Floating Turbidity Barrier (Furnish and Install at mouth of canal and as required around construction area to control turbidity within permit requirements)	LF	800	145.00	116,000
5	Organic Material Removal and Dewatering	CY	2,300	130.00	299,000
6	Trucking and Disposal of Dewatered Organic Material	TON	1,610	Ø	Ø
7	Coarse Fill Material (Furnish and Install)	CY	7,344	71.00	521,424
8	Sand Fill Material (Furnish and Install)	CY	4,522	67.00	302,974
9	Trucking of Backfill Material	TON	16,613	Ø	Ø
10	Construction Surveys	EA	3	13,000.00	39,000
11	Rehabilitation of Staging Areas to Original Condition	LS	1	40,000	40,000
~~12~~	~~Removal and Replacement of Air Curtain System (diffusers and hoses)~~	~~LS~~	~~1~~		

Signature below verifies the proposal remains in effect for ninety (90) days.

Project Total: 1,688,398.00

Contractor's Signature:

Note: These quantities are estimates and the Contractor can strikethrough and adjust the quantities, if desired.

Schedule

Set up Erosion and Sediment Control, Temporary Fencing and Traffic Control per Plan. Mobilize Landside equipment and push water side equipment to Channel 145. Install Turbidity Barrier - 5 Working Days

Remove Organic Material Phase 1 – 7 Working Days

Install Sand Cap Phase 2 - 7 Working Days

Install Lime Rock Phase 3 – 9 Working Days

Cleanup & Punchlist – 10 Working Days

Total 38 Working Days

Total 60 Calendar Days = 2 Months

ACRISURE®

December 16, 2024

Islamorada, Village of Islands
86800 Overseas Hwy
Islamorada, FL 33036

RE: Principal: LPS Utilities Inc. DBA LPS Contracting
Project:

To Whom It May Concern:

This is to advise you that our office provides Bid, Performance, and Payment Bonds for LPS Utilities Inc. DBA LPS Contracting. Their Surety is The Ohio Casualty Insurance Company, which carries an A.M. Best Rating of A XV and is listed in the Department of the Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, we should be in a position to provide Performance and Payment Bonds in the amount of $20,000,000 for single size projects and $50,000,000 total aggregate. We obviously reserve the right to review the final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds.

LPS Utilities Inc. DBA LPS Contracting is an excellent contractor and we hold them in high regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client.

Sincerely,

Jarrett Merlucci
Resident Agent

Sunbiz.org Division of Corporations

Detail by Entity Name

Florida Profit Corporation
LPS UTILITIES INC.

Filing Information

Document Number	P25000058939
FEI/EIN Number	NONE
Date Filed	10/23/2025
Effective Date	10/01/2014
State	FL
Status	ACTIVE

Principal Address

244 WEST SEAVIEW CIRCLE
DUCK KEY, FL 33050

Mailing Address

PO BOX 510802
KEY COLONY BEACH, FL 33051

Registered Agent Name & Address

BUSINESS FILINGS INCORPORATED
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Officer/Director Detail

Name & Address

Title PS

WILSON, JENNIFER
244 WEST SEAVIEW CIRCLE
DUCK KEY, FL 33050

Annual Reports

No Annual Reports Filed

Document Images

10/23/2025 -- Domestic Profit View image in PDF format

2025 / 2026
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2026

RECEIPT# 30140-121947

Business Name: LPS CONTRACTING

Owner Name: LPS UTILITIES INC, JENNIFER WILSON,
Mailing Address: BRANDON MULLAR - QUALIFIER, TRENT T
PO BOX 1052
WOODSTOCK, IL 60098

Business Location: MO CTY
KEY WEST, FL 33040

Business Phone: 815-337-7220
Business Type: CONTRACTOR (CERTIFIED GENERAL & UNDERGROUND UTILITY & EXCAVATION)

Employees 5

STATE LICENSE: CGC1516588/CUC1224542/CGC15

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
20.00	0.00	20.00	0.00	0.00	0.00	20.00

Paid WRB-24-00083911 07/14/2025 20.00

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

Sam C. Steele, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX. YOU MUST MEET ALL COUNTY AND/OR MUNICIPALITY PLANNING, ZONING AND LICENSING REQUIREMENTS.

MONROE COUNTY BUSINESS TAX RECEIPT
P.O. Box 1129, Key West, FL 33041-1129
EXPIRES SEPTEMBER 30, 2026

RECEIPT# 30140-121947

Business Name: LPS CONTRACTING

Owner Name: LPS UTILITIES INC, JENNIFER WILSON,
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Paid WRB-24-00083911 07/14/2025 20.00

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

dbpr

CONSTRUCTION INDUSTRY LICENSING BOARD

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

MULLAR, BRANDON EDWARD

LPS CONTRACTING
324 E SEAVIEW DR
DUCK KEY FL 33050

LICENSE NUMBER: CGC1516588

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/08/2024

Do not alter this document in any form.

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

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MULLAR, BRANDON EDWARD

LPS CONTRACTING
324 E SEAVIEW DR
DUCK KEY FL 33050

LICENSE NUMBER: CUC1224542

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/08/2024

Do not alter this document in any form.

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

AGREEMENT

THIS IS AN AGREEMENT, dated the day of , 2026, between:

ISLAMORADA, VILLAGE OF ISLANDS
a Florida municipal corporation, hereinafter "**VILLAGE**,"

and

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

WITNESSETH:

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

Article I. PREAMBLE

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

Section 1.01 The VILLAGE is in need of an independent experienced contractor to resurface three (3) existing pickleball courts, replace vinyl chain-link divider fencing between the pickleball courts, resurface the existing basketball court, and line the basketball court for multi-sport use as two (2) pickleball courts in a timely and responsive timeframe (the "Project").

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

Section 1.03 On _____, 2024, the VILLAGE received a proposal from CONTRACTOR, for completion of the Project as expressed in the RFP.

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

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

Section 1.06 VILLAGE and CONTRACTOR desire to enter into this Agreement for the completion of the Project in accordance with the RFP and on the schedule set forth in ARTICLE 3 entitled "TIME FOR COMPLETION".

Article II. SCOPE OF WORK

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

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

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

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

Article III. TIME FOR COMPLETION

Section 3.01 The CONTRACTOR shall commence work as directed by the VILLAGE and in accordance with a Project Timeline. The Project Timeline shall be based upon the timeline as stated in Exhibit "A" to this Agreement as may be modified and agreed upon during negotiation of this Agreement and provided as Exhibit "B". CONTRACTOR shall complete all work in a timely manner in accordance with the Project Timeline or be subject to liquidated damages pursuant to Section 3.03.

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

Section 3.03 Upon failure of CONTRACTOR to substantially complete the Work as defined in this Agreement within the Contract Time, CONTRACTOR shall pay to VILLAGE the following liquidated damages for each calendar day after the expiration of the Contract Time that the Contractor fails to achieve Substantial Completion up until the date that the CONTRACTOR achieves Substantial Completion.

Section 3.04 VILLAGE and CONTRACTOR recognize that time is of the essence with respect to the completion of the Project and VILLAGE would suffer financial loss if the Project is not

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

Section 3.05 These amounts are not penalties but are liquidated damages payable by CONTRACTOR to VILLAGE for the failure to provide full beneficial occupancy and use of the Project as required. Liquidated damages are hereby fixed and agreed upon between the parties who hereby acknowledge the difficulty of determining the amount of damages that will be sustained by CONTRACTOR as a consequence of CONTRACTOR's delay and failure of CONTRACTOR to complete the Work on time. The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for completion is given.

Section 3.06 VILLAGE is authorized to deduct the liquidated damages from monies due to CONTRACTOR for the Work under this Contract. In case the liquidated damage amount due to VILLAGE by CONTRACTOR exceeds monies due CONTRACTOR from VILLAGE, CONTRACTOR shall be liable and shall immediately upon demand by VILLAGE pay to VILLAGE the amount of said excess.

Article IV. CONTRACT PRICE, GUARANTEES AND WARRANTEES

Section 4.01 The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with the Proposal attached hereto as Exhibit "A", and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as

reflected in Exhibit "A". A total contract price hereto is referred to as Contract Price and shall not exceed _____ **and no/100 Dollars ($_____.00).**

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

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

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

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

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

Article V. CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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

(a) Workers' Compensation Insurance – as required by law;

(b) Comprehensive General Liability Insurance, including Premises Operation, Products and Completed Operations, Blanket Contractual Liability, Personal Injury Liability, Expanded Definition of Property Damage - $1,000,000 combined single limit;

(c) Automobile Liability Insurance - $300,000 per occurrence, $300,000 per Accident for bodily injury and $1,000,000 per accident for property damage; and

(d) Pollution Liability Insurance $1,000,000 per claim and in the aggregate
Contractor shall purchase and maintain pollution liability insurance against claims for damages arising out of the assessment, removal, remediation, transport and/or handling of hazardous materials, including but not limited to mold, asbestos, and lead. The policy shall include a minimum limit of not less than $1,000,000.00 per claim and in the aggregate. Said pollution liability policy shall include and list as additional insureds the Village, include coverage for its respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and, the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.

Contractor shall obtain all necessary endorsements to support these requirements.

The insurance provided by the contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Village shall be excess of, and shall not contribute to, the insurance provided by proposer.

The insurance maintained by the contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. The contractor shall pay on behalf of the Village or the Village's council members, officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the Village or the Village's council, officials, officers, agents and employees.

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

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

Article VI. PROTECTION OF PROPERTY

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

Article VII. CONTRACTOR'S INDEMNIFICATION

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

Section 7.02 The CONTRACTOR shall indemnify and hold harmless the VILLAGE and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR, in the performance of the Agreement.

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

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

Article VIII. INDEPENDENT CONTRACTOR

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

Article IX. CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

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

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

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

Article X. TERM AND TERMINATION

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

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

Article XI. CONTRACT DOCUMENTS

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

Article XII. MISCELLANEOUS

Section 12.01 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and,

accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

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

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

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

(a) Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this Agreement;

(b) Provide the public with access to such public records on the same terms and conditions that the Village would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

(d) Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

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

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

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

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

Section 12.08 Scrutinized Companies.

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

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

(c) CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 12.09 Noncoercive Conduct for Labor or Services. In accordance with Section 787.06, Florida Statutes, the CONTRACTOR has attested to the affidavit incorporated herein that CONTRACTOR does not use coercion for labor or services.

Section 12.10 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the VILLAGE designate the following as the respective places for giving of notice:

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

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

CONTRACTOR:
Contact Name/Title
Company
Street Address
City, State and zip code
Email address

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

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

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

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

Form of Agreement

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

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

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

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

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

[ANY CONTRACT DOCUMENTS FROM THE RFP SHALL BE INSERTED IN AGREEMENT BEGINNING ON THE FOLLOWING PAGE]

Affidavit Attesting to Noncoercive Conduct for Labor or Services

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

Vendor FEIN:_____

Address:_____

City:_____State: _____Zip:_____

Phone number:_____Email Address:_____

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

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

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;

4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

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

Written Declaration

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

By: _____
Authorized Signature

Print Name and Title: Jennifer Wilson president

Date: 7-7-26

[SIGNATURE PAGE TO AGREEMENT]

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

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____
Ron Saunders, Village Manager

AUTHENTICATION:

_____
Marne McGrath, Village Clerk

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

Form of Agreement

John J. Quick, Interim Village Attorney

WITNESS:

Print Name:

CONTRACTOR

By: Jennifer Wilson

Print Name: [illegible]

Title: President

Date: 7-7-26

Form of Agreement

Exhibit "A"
FORM OF CONTRACTOR'S PROPOSAL

Form of Agreement

Exhibit "B"

PROJECT TIMELINE

Form of Agreement

Canal 145 Organic Removal and Backfill Restoration Project
Bid Number: RFP 26-06
Table of Contents

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TAB 4 – TIMELINE
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TAB 7 – SIGNED CONTRACT DOCUMENT
TAB 8 – APPENDIX A

TAB 1- Cover Letter

To Islamorada, Village of Islands,

Sea & Shoreline, LLC is pleased to submit a proposal for the Islamorada, Village of Island Canal 145 Organic Removal & Backfill Restoration RFP 26-06. We have a thorough understanding of the project's goals and scope. The project will cover two acres of the canal and will require the removal of approximately 2,300 cubic yards of sediment and the placement of approximately 11,866 cubic yards of clean fill to achieve the desired elevation.

Sea & Shoreline is an experienced FL-based marine contractor that has completed over 150 environmental restoration projects. Established in July of 2014, Sea & Shoreline has been completing restoration projects for over 10 years and has over 75 full time staff members. We are on a mission to create a greener and more resilient Florida. Our services include dredging, dewatering, turbidity monitoring, excavation, seagrass restorations, oyster reefs, artificial reefs, shoreline stabilizations, lake bank restorations, living shorelines, wave attenuation devices, and more.

We have been awarded projects in varying sizes up to $58 million throughout the states of Florida & North Carolina including those at Sugarloaf Island, Kings Bay/Crystal River, Homosassa River, Caloosahatchee River, Indian River Lagoon, City of Holmes Beach, City of Fort Walton Beach, St. Andrew Bay, Blue Springs, Florida Power & Light, and more. Our experience in Crystal River & Homosassa River make us uniquely qualified to take on this project. Our team of experienced and credentialed marine biologists, dredgers, divers, geotextile experts, and other marine construction professionals hold degrees and certifications in their respective fields and are extremely equipped to perform the work at hand.

The total number of professional staff that would be assigned to the project is five. Examples of similar projects that we have completed include the Kings Bay Restoration Project, Homosassa River Restoration Project and the Weeki Wachee River Channel Restoration Project. Three clients of similar projects we have completed in the past two years include Save Crystal River, Homosassa River Restoration Project, and Southwest Florida Water Management District. Please see project & client specific details below.

Project 1: Kings Bay Restoration Project
Acres: 113

Summary of services: Obtained local, state, and federal permits for the hydraulic removal of Lyngbya and the installation of Vallisnernia americana throughout 113 acres in Kings Bay. This project has demonstrated our team's ability to develop successful restoration models and implement them on a large scale.
Dates of performance: 2014 - Current

Project 2: Homosassa River Restoration Project
Acres: 50
Summary of services: Multi year project funded by the Florida Legislature to restore water quality in the Homosassa River by transforming the algae-dominated system into a healthy, thriving, and sustainable plant-based system. The project included permitting, vacuum removal of muck, eelgrass planting, protection of plants using herbivory exclusion devices, maintenance, monitoring, and reporting.
Dates of performance: 2020 - Current

Project 3: Hornsby Rehabilitation Project Phase II - Project #8205503
Acres: 1024
Summary of services: Remove 26,200 CY of accumulated sediment along approximately 1.6 miles of the Weeki Wachee River. The work consists of furnishing all labor, materials, equipment, and incidentals necessary to hydraulically dredge the sediment material, pump, and convey this material to the specified dewatering facilities
Dates of performance: 2023- 2024

3 clients of similar projects completed within the last 2 years:
Project 1: Kings Bay Restoration Project
Client: Save Crystal River
Point of contact with client: Lisa Moore
Title: President
Email: lisa@gulfatlanticequipment.com
Phone number: (352)302-1004
Address: P.O. Box 2258 Crystal River, FL 34423

Project 2: Homosassa River Restoration Project
Point of contact with agency: Steve Minguy
Title: President

Email: sminguy@aol.com
Phone number: (407) 832-159
Address: P.O. Box 591 Homosassa Springs, Florida 34447

Project 3: Hornsby Rehabilitation Project Phase II - Project #8205503
Client: Southwest Florida Water Management District
Point of contact with client: Janie Hagberg
Title: Senior Professional Engineer
Email: Janie.Hagberg@swfwmd.state.fl.us
Phone number: (813) 336-1074
Address: 7601 US Highway 301 North Tampa, Florida 33637

For more information about our company, please visit seaandshoreline.com.

Thank you for your consideration.

Sincerely,

Andy Risi

Andy Risi
Chief Operating Officer
andy@seaandshoreline.com
305-586-7973

TAB 2

Provide a detailed description of the methodology to achieve successful construction of the Project, which includes a list of equipment to be used during the Project.

Sea & Shoreline's process will utilize two pinned together 10 x 40-foot barges with a long reach excavator on this set up and two 20 CY roll off dewatering cans on it as well. The first 2,300 CY of muck will be excavated from the bottom of the canal and under boat slips to the desired contour. Our process should maintain a production rate of about 100 CY per day. The material within the roll offs will then be pushed back to staging sight for offloading. The land-side excavator will unload the material and place it in a dewatering cell on land and the waters-side will be protected with turbidity curtains to comply with permit regulations.

Handling and storing dredged material will be completed to prevent sedimentation, erosion,and turbidity during the dredged material's dewatering, overflow, transferring, and storage. For example, the overwater transfer of dredged material should either contain the dredged material and any water to prevent sedimentation, or employ other methods, such as turbidity curtains in the marine environment to ensure that any turbidity generated as the water is returned to the marine environment is contained. Environmental controls and BMP will be implemented to properly contain construction materials and prevent fugitive particulates from entering surrounding waters during construction. Sea & Shoreline will adhere to the permits and will not over-dredge, disturb protected species, or cause damage to natural resources.

The muck material once dewatered, will then be trucked to a Class I landfill in Homestead, Florida for disposal. Once the muck removal process is over the area will be bathymetrically surveyed and checked with truck tickets for approval. Step two of the process will be to import approximately 7,344 CYs of course fill to bring up the bottom elevation of the canal prior to sand fill top course. The material will be staged and moved onto the barge using a conveyor system to maintain a clean working environment. The fill will placed on the bottom using a long reach excavator which can also smooth out any inconsistencies. The final step will be to import and fill 4,522 CYs of a sand layer on top of the course layer to finish grade. Once complete, an as-built survey will be completed for compliance. During this entire construction process turbidity sampling and testing will take place every four hours of work and extra if a plume is noticed outside the working area. We will comply with all permit/FDEP regulations for the canal.

TAB 3

Cost Proposal

Exhibit A

Project: Canal #145 Organic Removal and Backfill Restoration

Location: Lower Matecumbe Key, Florida

Contractor: Sea & Shoreline LLC

Date: 6/30/26

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	LINE TOTAL PRICE
1	Mobilization and Demobilization	LS	1	125,000.00	125,00.00
2	Maintenance of Traffic (Furnish and Install)	LS	1	22,500.00	22,500.00
3	Temporary Staging Area Erosion and Sediment Control (Furnish and Install)	LS	1	6,500.00	6,500.00
4	Floating Turbidity Barrier (Furnish and Install at mouth of canal and as required around construction area to control turbidity within permit requirements)	LF	800	37.50	30,000.00
5	Organic Material Removal and Dewatering	CY	2,300	120.00	276,000.00
6	Trucking and Disposal of Dewatered Organic Material	TON	1,610	165.00	265,650.00
7	Coarse Fill Material (Furnish and Install)	CY	7,344	110.00	807,840.00
8	Sand Fill Material (Furnish and Install)	CY	4,522	120.00	542,640.00
9	Trucking of Backfill Material	TON	16,613	45.00	747,585.00
10	Construction Surveys	EA	3	23,000.00	69,000.00
11	Rehabilitation of Staging Areas to Original Condition	LS	1	5,000.00	5,000.00
~~12~~	~~Removal and Replacement of Air Curtain System (diffusers and hoses)~~	~~LS~~	~~1~~		

Signature below verifies the proposal remains in effect for ninety (90) days.

Project Total: 2,897,715.00

Contractor's Signature: Andy Risi

Note: These quantities are estimates and the Contractor can strikethrough and adjust the quantities, if desired.

TAB 4

Timeline

	Task Name	Duration	Bucket	% complete	Priority
1	Mobilization	10 days	Bucket 1	0%	Medium
2	Fill Canal	30 days	Bucket 1	0%	Medium
3	Survey	2 days	Bucket 1	0%	Medium
4	Site Restoration	5 days	Bucket 1	0%	Medium
5	Demobilization	3 days	Bucket 1	0%	Medium

TAB 5

Ability to Obtain Bonds

FLORIDA SURETY BONDS, INC.

620 N Wymore Road Suite 200
Maitland, FL 32751
(407) 786-7770 ♦ Fax (407) 786-7766

Toll Free (888) 786-BOND
www.FloridaSuretyBonds.com
Kim@FloridaSuretyBonds.com

July 01, 2026

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

Project: RFP 26-06; Canal 145 Organic Removal & Backfill Restoration Project

RE: Sea & Shoreline, LLC

To Whom It May Concern,

We are the surety agents for Sea & Shoreline, LLC. Bonds are currently written through Merchants Bonding Company (Mutual)/Merchants National Bonding, Inc., which is Best Rated "A, IX" and has a Treasury Listing of $29,377,000.

We anticipate no difficulties in providing surety bonds for Sea & Shoreline, LLC in the $10,000,000 single and $30,000,000 aggregate range. We would be more than willing to provide the necessary performance and payment bonds for our contractor; however, it must be understood that our ability to provide any surety credit is based upon normal and standard underwriting criteria at the time of their request.

This letter is not an assumption of liability, nor is it a bid, performance and/or payment bond. It is issued only as a bonding reference requested by our client. Neither our agency, nor the surety, are liable for any damages relating to this letter or project.

Please do not hesitate to contact this office if you have any questions at all.

Sincerely,

Kim E. Niv
Vice President/Principal

TAB 6

State and Local Authorization to Transact Business

FLORIDA DEPARTMENT of STATE DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company
SEA & SHORELINE LLC

Filing Information

Document Number	L14000108648
FEI/EIN Number	47-1297120
Date Filed	07/09/2014
Effective Date	07/09/2014
State	FL
Status	ACTIVE

Principal Address

4331 COCKROACH BAY RD.
RUSKIN, FL 33570 UN

Changed: 05/01/2024

Mailing Address

4331 COCKROACH BAY RD.
RUSKIN, FL 33570 UN

Changed: 05/01/2024

Registered Agent Name & Address

HENNE, CARTER E
4331 COCKROACH BAY RD.
RUSKIN, FL 33570

Name Changed: 04/16/2015

Address Changed: 05/01/2024

Authorized Person(s) Detail

Name & Address

Title CEO

HENNE, CARTER E.
4331 COCKROACH BAY RD.
RUSKIN 33570 UN

Title Manager, VP, Secretary

ANDERSON, JAMES F.
4331 COCKROACH BAY RD.
RUSKIN 33570 UN

Title COO

Risi, John Andrew, Dr.
4331 COCKROACH BAY RD.
RUSKIN 33570 UN

Title CFO

Cripe, Ryan
4331 COCKROACH BAY RD.
RUSKIN 33570 UN

Annual Reports

Report Year	Filed Date
2024	05/01/2024
2025	01/10/2025
2026	03/13/2026

Document Images

03/13/2026 -- ANNUAL REPORT	View image in PDF format
01/10/2025 -- ANNUAL REPORT	View image in PDF format
05/01/2024 -- ANNUAL REPORT	View image in PDF format
01/18/2023 -- ANNUAL REPORT	View image in PDF format
02/01/2022 -- ANNUAL REPORT	View image in PDF format
01/13/2021 -- ANNUAL REPORT	View image in PDF format
01/13/2020 -- ANNUAL REPORT	View image in PDF format
02/07/2019 -- ANNUAL REPORT	View image in PDF format
05/18/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
03/26/2018 -- ANNUAL REPORT	View image in PDF format
04/05/2017 -- ANNUAL REPORT	View image in PDF format
04/27/2016 -- ANNUAL REPORT	View image in PDF format
04/16/2015 -- ANNUAL REPORT	View image in PDF format
07/09/2014 -- Florida Limited Liability	View image in PDF format

TAB 7

Signed Contract Documents

12. SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Islamorada, Village of Islands. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Islamorada, Village of Islands, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Andy Risi
Signature of Authorized Certifying Official

Andy Risi COO
Name and Title of Authorized Certifying Official

6/30/26
Date

13. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the following certification: APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING. The certification is found on the next page.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Andy Risi
Signature of Authorized Certifying Official

Andy Risi COO
Name and Title of Authorized Certifying Official

6/30/26
Date

ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS

The following clauses will form part of the agreement between Islamorada, Village of Islands and the Contractor resulting from this RFP.

A. **Access to Records**:

The following access to records requirements shall apply to the contract.

1. The Contractor agrees to provide Islamorada, Village of Islands, the FEMA Administrator, the Comptroller General of the United Sates, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, Islamorada, Village of Islands and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

B. **Changes to the Contract:**

Any changes to the contract between Islamorada, Village of Islands and the Contractor modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

C. **Non-use of DHS Seal, Logo, and Flags:** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.

D. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.

E. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal

entity, contractor, or any other party pertaining to any matter resulting from the contract.

F. **Program Fraud and False or Fraudulent Statement or Related Facts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Andy Risi
Signature of Contractor's Authorized Official

Andy Risi COO
Name and Title of Contractor's Authorized Official

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Sea & Shoreline LLC ("**Vendor**")

Vendor FEIN: 47-1297120

Address: 4331 Cockroach Bay Rd

City: Ruskin State: FL Zip: 33570

Phone number: (888) 464-6991 Email Address: bids@seaandshoreline.com

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

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

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

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

Written Declaration

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

By: Andy Risi
Authorized Signature

Print Name and Title: Andy Risi COO

Date: 6/30/26

Tab 8

Appendix A

APPENDIX A

ACKNOWLEDGMENT OF ADDENDA AND DOCUMENTS

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED
1	6/9/26
2	6/10/26
3	6/22/26
4	6/24/26
5	6/30/26
6	7/1/26

In addition to the addenda listed above, I acknowledge receipt of the Affidavit Attesting to Noncoercive Conduct for Labor or Services or Services and if awarded an Agreement with the Village will execute the affidavit attesting that my business does not use coercion for labor or services.

Andy Risi
Signature

COO
Title

Andy Risi
Print name

6/30/26
Date

Canal 145 Organic Removal & Backfill Restoration Project (RFP No.26-06)

Proposal Submission

WB Williamson Bros., Inc.

Village Clerk
Village of Islamorada
86800 Overseas Highway
Islamorada, Florida 33036

RE: Proposal for Canal 145 Organic Removal & Backfill Restoration Project (RFP No. 26-06)

Dear Evaluation Committee,

WB Williamson Bros., Inc. is pleased to submit this proposal for the Canal 145 Organic Removal & Backfill Restoration Project. We appreciate the opportunity to provide our qualifications and demonstrate our ability to successfully complete this environmentally significant restoration project for the Village of Islamorada.

WB Williamson Bros., Inc. has thoroughly reviewed the Request for Proposals, project plans, specifications, permit conditions, and associated construction requirements. We understand this project involves the mechanical removal and lawful disposal of approximately 2,300 cubic yards of accumulated organic sediment, followed by placement of engineered granular backfill (7,344 cubic yards) and a clean calcium carbonate sand cap (4,522 cubic yards) to restore Canal 145 to the required design elevations while improving tidal flushing and water quality.

Williamson Bros., Inc. maintains two full-time hydraulic and mechanical dredging crews dedicated exclusively to dredging operations. We propose assigning 10–15 experienced personnel exclusively to this project. We have not filed bankruptcy within the past five years and maintain the financial capability to successfully complete this project.

WB Williamson Bros., Inc. has been continuously serving Florida since 1999 and as a fourth-generation marine construction contractor specializing in marine infrastructure, dredging, shoreline restoration, heavy civil construction, and environmental restoration projects. Throughout our history, we have built a reputation for delivering high-quality projects safely, efficiently, and in compliance with all federal, state, and local regulatory requirements.

Our surety provider, Acrisure, has confirmed our ability to provide the required Performance and Payment Bonds upon award of this project. Contact: Matthew Smith, (239)243-9729, mtsmith@acrisure.com.

Similar Projects completed in the last 2 years:

City of Bonita Springs – Spring Creek Canal (Feb. 2026): Mechanically dredged and transported approximately 1,500 tons of sediment through several miles of canal. Extreme tidal fluctuations were managed through adaptive scheduling and additional personnel during optimal tides. Reference Information: Reference: Joel Langaney, City Project Manager, 9101 Bonita Beach Road, Bonita Springs, Florida 34135
Email: joel.langaney@cityofbonitasprings.org
Phone: (239) 949-6242

Jug Creek Marina – Bokeelia (Nov. 2025): Utilized a 12-inch cutterhead hydraulic dredge to remove over 2,800 tons of sediment and placed approximately 5,455 cubic yards of engineered renourishment material. Managed extreme tidal fluctuations through continuous monitoring and additional personnel during favorable tide cycles. Reference Information: Brett Podell, Site Manager, Jug Creek Marina, 16498 Tortuga Street, Bokeelia, Florida 33922
Email: brett@jugcreekco.com
Phone: (239) 283-3331

Pinchers Marina – Fort Myers (Mar. 2025): Mechanically dredged approximately 2,400 tons of sediment utilizing one dredging barge and two transport barges. Placed approximately 8,366 cubic yards of engineered backfill to restore design elevations. Reference Information: Grant Phelan, 2360 West First Street Fort Myers, Florida 33901
Email: gphelan214@comcast.net
Phone: (239) 287-9051

We look forward to the opportunity to partner with the Village of Islamorada to successfully restore Canal 145.

Respectfully submitted,

WB Williamson Bros., Inc.

Authorized Representative:

George Monroe George Monroe

PH: (448)448-9415,

Email: georgem@wbwilliamson.com

Title: Commercial Estimator/ Project Manager

Date: 7/6/2026

Project Approach

Mobilization

Upon receipt of the Notice to Proceed, WB Williamson Bros., Inc. will begin mobilization immediately.

Mobilization activities will include:

- Delivery of marine equipment.
- Delivery of barges and support vessels.
- Establishment of the staging area.
- Delivery of construction materials.
- Mobilization of survey personnel.
- Installation of project signage.
- Coordination with the Village and regulatory agencies.
- Pre-construction meeting.
- Installation of all required Best Management Practices (BMPs).

Mobilization is anticipated to require approximately **three (3) calendar days**.

Pre-Construction Survey

Prior to initiating any dredging activities, a WB will coordinate with the Village of Islamorada to perform a comprehensive hydrographic survey of Canal 145 to establish existing bottom elevations and verify existing conditions. These surveys will serve as the baseline for all quality control measurements throughout construction.

Environmental Protection

Prior to commencing dredging operations, turbidity curtains will be installed in accordance with project permit requirements and manufacturer recommendations.

Throughout construction, WB Williamson Bros., Inc. will implement Best Management Practices designed to minimize turbidity and protect surrounding marine resources. Equipment will be inspected daily for leaks, fueling activities will occur in designated locations, and all work will be performed in compliance with applicable permit conditions.

Daily inspections will be conducted to verify that environmental protection measures remain fully operational throughout construction.

Mechanical Dredging Operations

WB Williamson Bros., Inc. proposes utilizing a proven mechanical dredging system consisting of three dedicated barges.

The dredging fleet will include:

- **Barge No. 1** – Long Reach Excavator Dredging Platform
- **Barge No. 2** – Sediment Transport Barge
- **Barge No. 3** – Sediment Transport Barge

The long-reach excavator will remove accumulated organic sediment within the limits established by the project plans.

Material will be loaded directly into the transport barges. Once filled, transport barges will continuously cycle between the dredging operation and the designated offloading location while the dredging barge continues excavation. This continuous cycle minimizes equipment downtime and maximizes production efficiency.

At the offloading site, a second long-reach excavator will unload dredged material directly into roll-off containers or approved dewatering containers. Following dewatering, sediment will be transported to an approved disposal facility.

Under normal operating conditions, WB Williamson Bros., Inc. anticipates average production of approximately **300 tons of sediment removal per day**, subject to weather, tidal conditions, and site accessibility.

Tidal Management Strategy

Working within Florida's coastal waterways requires an understanding of changing tidal conditions and their effects on dredging productivity.

Through our experience completing projects such as Spring Creek Canal in Bonita Springs and Jug Creek Marina in Bokeelia, WB Williamson Bros., Inc. has successfully performed dredging operations in environments experiencing significant tidal fluctuations and prolonged periods of low water.

Rather than allowing these conditions to reduce productivity, our project management team continuously monitors tidal cycles and adjusts construction activities accordingly.

During periods of favorable tidal elevation, additional personnel and equipment are assigned to maximize production while sufficient operating depths are available. This proactive scheduling approach enables WB Williamson Bros., Inc. to capitalize on

optimum working conditions, maintain project progress, and minimize schedule impacts caused by changing tides.

This strategy has proven highly successful on previous municipal and marina dredging projects and will be utilized throughout the Canal 145 project.

Quality Control During Dredging

Quality control will be performed continuously throughout dredging operations.

WB Williamson Bros., Inc. will utilize sonar in conjunction with sediment probing to verify excavation progress and maintain compliance with project specifications.

Routine sonar sweeps will be conducted during excavation to monitor bottom elevations and identify any areas requiring additional dredging.

Sediment probing will be performed throughout the project to verify removal of accumulated organic sediments and ensure compliance with required excavation depths.

Any identified deficiencies will be corrected immediately before proceeding to the backfill phase.

Granular Backfill Placement

Following confirmation that dredging requirements have been achieved, approved utilizing bathymetric surveys, clean granular backfill material will be imported and placed within Canal 145.

Backfill operations will be carefully sequenced to maintain proper grade control and minimize disturbance of previously completed work.

Material will be placed in controlled lifts throughout the canal.

Following placement of each lift, hydrographic sonar will be utilized to confirm that elevations remain within project tolerances.

Where necessary, additional fill will be placed immediately to correct any deficiencies prior to placement of subsequent lifts.

This process ensures that final elevations remain consistent with the approved design while preventing excessive settlement or overfilling.

Final Sand Placement

Following completion of the engineered granular backfill, another bathymetric survey will be conducted, and clean calcium carbonate sand will be placed as required by the project specifications.

Placement operations will be continuously monitored to ensure uniform thickness and proper finished elevations throughout the project area.

Final Survey Verification

Upon completion of all restoration work, a Florida Licensed Professional Surveyor will perform a comprehensive post-construction hydrographic survey.

Final survey information will verify:

- Final bottom elevations.
- Required dredging depths.
- Granular backfill elevations.
- Final sand cap elevations.
- Overall compliance with project specifications.

Survey results will be submitted to the Village as part of the project closeout documentation.

Project Schedule

WB Williamson Bros., Inc. anticipates the following construction durations:

Activity	Estimated Duration
Mobilization	3 Days
Survey & Site Preparation	Concurrent with Mobilization
Dredging Operations	10–15 Days*
Backfill Placement	80–120 Days*
Final Survey & Demobilization	3 Days

*Actual duration may vary depending on weather conditions, tidal fluctuations, and environmental constraints.

APPENDIX A

ACKNOWLEDGMENT OF ADDENDA AND DOCUMENTS

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

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3	6/22/2026
4	6/24/2026
5	6/30/2026
6	7/1/2026

In addition to the addenda listed above, I acknowledge receipt of the Affidavit Attesting to Noncoercive Conduct for Labor or Services or Services and if awarded an Agreement with the Village will execute the affidavit attesting that my business does not use coercion for labor or services.

Melinda Powell — Signature

Treasurer — Title

Melinda Powell — Print name

7/03/2026 — Date

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: WB Williamson Bros Inc. ("**Vendor**")

Vendor FEIN: 65-0933785

Address: 2944 South St

City: Fort Myers State: FL. Zip: 33916

Phone number: (448)448-9415 Email Address: georgem@wbwilliamson.com

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

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

1. Using or threating to use physical force against any person;
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3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

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

Written Declaration

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

By: Melinda Powell
Authorized Signature

Print Name and Title: Melinda Powell, Treasurer

Date: 07/03/2026.

entity, contractor, or any other party pertaining to any matter resulting from the contract.

F. **Program Fraud and False or Fraudulent Statement or Related Facts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Signature of Contractor's Authorized Official

Melinda Powell, Treasurer
Name and Title of Contractor's Authorized Official

ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS

The following clauses will form part of the agreement between Islamorada, Village of Islands and the Contractor resulting from this RFP.

A. **Access to Records**:

The following access to records requirements shall apply to the contract.

1. The Contractor agrees to provide Islamorada, Village of Islands, the FEMA Administrator, the Comptroller General of the United Sates, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, Islamorada, Village of Islands and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

B. **Changes to the Contract:**

Any changes to the contract between Islamorada, Village of Islands and the Contractor modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

C. **Non-use of DHS Seal, Logo, and Flags:** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.

D. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.

E. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Melinda Powell

Signature of Authorized Certifying Official

Melinda Powell, Treasurer

Name and Title of Authorized Certifying Official

07/03/2024.

Date

12. SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Islamorada, Village of Islands. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Islamorada, Village of Islands, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Melinda Powell

Signature of Authorized Certifying Official

Melinda Powell, Treasurer

Name and Title of Authorized Certifying Official

07/03/2026

Date

Exhibit A

Project: Canal #145 Organic Removal and Backfill Restoration

Location: Lower Matecumbe Key, Florida

Contractor: WB Williamson Bros Inc.

Date: 7/2/2026

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	LINE TOTAL PRICE
1	Mobilization and Demobilization	LS	1	$460,000.00	$460,000.00
2	Maintenance of Traffic (Furnish and Install)	LS	1	$215,000.00	$215,000.00
3	Temporary Staging Area Erosion and Sediment Control (Furnish and Install)	LS	1	$60,136.10	$60,136.10
4	Floating Turbidity Barrier (Furnish and Install at mouth of canal and as required around construction area to control turbidity within permit requirements)	LF	800	$65.00	$52,000.00
5	Organic Material Removal and Dewatering	CY	2,300	$135	$310,500.00
6	Trucking and Disposal of Dewatered Organic Material	TON	1,610	$135	$217,350.00
7	Coarse Fill Material (Furnish and Install)	CY	7,344	$65.00	$477,360.00
8	Sand Fill Material (Furnish and Install)	CY	4,522	$36.00	$162,792.00
9	Trucking of Backfill Material	TON	16,613	$35.00	$581,455.00
10	Construction Surveys	EA	3	$12,000.00	$36,000.00
11	Rehabilitation of Staging Areas to Original Condition	LS	1	$25,000.00	$25,000.00
~~12~~	~~Removal and Replacement of Air Curtain System (diffusers and hoses)~~	~~LS~~	~~1~~		

Signature below verifies the proposal remains in effect for ninety (90) days.

Project Total: $2,597,593.10

Contractor's Signature: _____

Note: These quantities are estimates and the Contractor can strikethrough and adjust the quantities, if desired.

Detail by Entity Name

Florida Profit Corporation
WB WILLIAMSON BROS. INC.

Filing Information

Document Number	P99000058710
FEI/EIN Number	65-0933785
Date Filed	06/29/1999
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	07/14/2011

Principal Address

2944 SOUTH ST
FT MYERS, FL 33916

Changed: 08/31/2020

Mailing Address

PO BOX 2708
Fort Myers, FL 33902

Changed: 08/31/2020

Registered Agent Name & Address

Powell, Melinda
2944 SOUTH ST
FT MYERS, FL 33916

Name Changed: 09/27/2019

Address Changed: 08/31/2020

Officer/Director Detail

Name & Address

Title VP

King, Steve
PO BOX 2708
Fort Myers, FL 33902

Title President

Williamson, James E
PO BOX 2708
Fort Myers, FL 33902

Title Treasurer

Powell, Melinda S
PO BOX 2708
Fort Myers, FL 33902

Annual Reports

Report Year	Filed Date
2024	03/20/2024
2025	04/30/2025
2026	01/05/2026

Document Images

01/05/2026 -- ANNUAL REPORT	View image in PDF format
04/30/2025 -- ANNUAL REPORT	View image in PDF format
06/06/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
03/20/2024 -- ANNUAL REPORT	View image in PDF format
02/27/2023 -- ANNUAL REPORT	View image in PDF format
04/21/2022 -- ANNUAL REPORT	View image in PDF format
04/26/2021 -- ANNUAL REPORT	View image in PDF format
09/03/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
08/31/2020 -- ANNUAL REPORT	View image in PDF format
09/27/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
09/13/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
04/09/2019 -- ANNUAL REPORT	View image in PDF format
03/01/2018 -- ANNUAL REPORT	View image in PDF format
01/10/2017 -- ANNUAL REPORT	View image in PDF format
03/23/2016 -- ANNUAL REPORT	View image in PDF format
03/07/2016 -- Reg. Agent Change	View image in PDF format
02/25/2015 -- ANNUAL REPORT	View image in PDF format
04/04/2014 -- ANNUAL REPORT	View image in PDF format
04/30/2013 -- ANNUAL REPORT	View image in PDF format
04/30/2012 -- ANNUAL REPORT	View image in PDF format
07/14/2011 -- REINSTATEMENT	View image in PDF format
03/24/2009 -- ANNUAL REPORT	View image in PDF format
02/12/2009 -- Amendment and Name Change	View image in PDF format
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04/12/2004 -- REINSTATEMENT	View image in PDF format
12/05/2002 -- REINSTATEMENT	View image in PDF format
07/11/2001 -- ANNUAL REPORT	View image in PDF format
04/10/2000 -- ANNUAL REPORT	View image in PDF format
06/29/1999 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

2026 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Jan 05, 2026
Secretary of State
8368270781CC

DOCUMENT# P99000058710

Entity Name: WB WILLIAMSON BROS. INC.

Current Principal Place of Business:

2944 SOUTH ST
FT MYERS, FL 33916

Current Mailing Address:

PO BOX 2708
FORT MYERS, FL 33902 US

FEI Number: 65-0933785

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

POWELL, MELINDA
2944 SOUTH ST
FT MYERS, FL 33916 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: MELINDA POWELL 01/05/2026

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	VP	Title	PRESIDENT
Name	KING, STEVE	Name	WILLIAMSON, JAMES E
Address	PO BOX 2708	Address	PO BOX 2708
City-State-Zip:	FORT MYERS FL 33902	City-State-Zip:	FORT MYERS FL 33902

Title	TREASURER
Name	POWELL, MELINDA S
Address	PO BOX 2708
City-State-Zip:	FORT MYERS FL 33902

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MELINDA S POWELL TREASURER 01/05/2026

Electronic Signature of Signing Officer/Director Detail — Date

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

WILLIAMSON, JAMES ELBERT JR

WB WILLIAMSON BROS. INC.
3809 SOUTHEAST 3RD AVENUE
CAPE CORAL FL 33904

LICENSE NUMBER: CGC1512211

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/28/2024

Do not alter this document in any form.

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

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

WB Williamson Bros Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

P.O. Box 2708

Requester's name and address (optional)

6 City, state, and ZIP code

Fort Myers, FL 33902

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

6	5	-	0	9	3	3	7	8	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Melinda Powell **Date** 10/6/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

SAM.GOV®

WB WILLIAMSON BROS. INC.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
HLSSNVJG7PD5	**1RG32**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Apr 8, 2027**	
Physical Address	Mailing Address	
2944 South ST **Fort Myers, Florida 33916-5518** **United States**	**PO Box 2708** **Fort Myers, Florida 33902** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Florida 19	**Florida / United States**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Apr 16, 2026	**Apr 8, 2026**	**Apr 6, 2026**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jun 29, 1999	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure
Corporate Entity (Not Tax Exempt)

Entity Type
Business or Organization

Organization Factors
(blank)

Profit Structure
For Profit Organization

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
Yes

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
1RG32

Electronic Funds Transfer

Account Type
Checking

Routing Number
*********57**

Lock Box Number
(blank)

Financial Institution
CENTENNIAL BANK

Account Number
*********23**

Automated Clearing House

Phone (U.S.)
2392831480

Email
(blank)

Phone (non-U.S.)
(blank)

Fax
(blank)

Remittance Address

Melinda Powell
PO Box 2708
Fort Myers, Florida 33902
United States

Taxpayer Information

EIN
*******3785**

Type of Tax
Applicable Federal Tax

Taxpayer Name
WB Williamson Bros Inc

Tax Year (Most Recent Tax Year)
2024

Name/Title of Individual Executing Consent
Treasurer

TIN Consent Date
Apr 6, 2026

Address
PO Box 2708
Fort Myers, Florida 33902

Signature
Steve L King

Points of Contact

Accounts Receivable POC

Melinda Powell, Treasurer
mindy@wbwilliamson.com
2399943112

Electronic Business

Melinda Powell, Treasurer
mindy@wbwilliamson.com
2399943112

PO Box 2708
Fort Myers, Florida 33902
United States

Government Business

Melinda Powell, Treasurer
mindy@wbwilliamson.com
2399943112

PO Box 2708
Fort Myers, Florida 33902
United States

Past Performance

Melinda Powell, Treasurer
mindy@wbwilliamson.com
2399943112

PO Box 2708
Fort Myers, Florida 33902
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**237990**	**Other Heavy And Civil Engineering Construction**
	212321	**Construction Sand And Gravel Mining**
	237310	**Highway, Street, And Bridge Construction**

Product and Service Codes

PSC	PSC Name
3630	**Clay And Concrete Products Industries Machinery**

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)
$25,000,000.00

Number of Employees (in accordance with 13 CFR 121)
80

Location

Annual Receipts (in accordance with 13 CFR 121)
(blank)

Number of Employees (in accordance with 13 CFR 121)
(blank)

Industry-Specific

Barrels Capacity
(blank)

Megawatt Hours
(blank)

Total Assets
(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

Yes, this entity appears in the disaster response registry.

No, this entity does not require bonding to bid on contracts.

Bonding Levels	Dollars
	(blank)

States
Florida

Counties
(blank)

Metropolitan Statistical Areas
(blank)

Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: August 20, 2026
SUBJECT: **Resolution Approving a Use and Occupancy Agreement with FDOT for the Caboose Property on Upper Matecumbe TAB 11**

Background:
At its regular meeting on April 19, 1995, the Monroe County ("County") Board of County Commissioners ("BOCC") approved a lease agreement with the Florida Department of Transportation ("FDOT") for a parcel of land identified as FDOT Parcel 521, located at Mile 82.6 bayside on Upper Matecumbe Key. The parcel is more commonly known as the "Caboose Property." The property is owned by FDOT and has historically been utilized by various sublessees under the County's lease agreement, including the Islamorada Chamber of Commerce and the Matecumbe Historical Trust. At present, there are no sublessees requesting use of the property, and the County has determined that it no longer has a need for the parcel. Although the original lease expired on May 23, 2025, FDOT and the County agreed to extend the lease through May 23, 2030.

Subsequently, the County and Islamorada, Village of Islands (the "Village"), began discussions regarding transfer of the leasehold interest to the Village, as the property is located within Village boundaries. Finding no further public purpose for the parcel under County administration, the BOCC adopted a Resolution on May 20, 2026, terminating its lease agreement with FDOT. Concurrently, the Village and FDOT initiated discussions regarding establishment of a new lease agreement for the property.

Analysis:
Pursuant to Florida Statutes, FDOT is authorized to lease State-owned property when a public purpose is served. For lease agreements involving municipalities, FDOT requires adoption of a Resolution identifying the public purpose for the requested leasehold. The Village proposes to utilize the Caboose Property as a public historical site, rest area, picnic area, passive recreation area, and native plant garden. The property currently contains interpretive displays installed by the Matecumbe Historical Trust that provide information on the history of the Florida Keys. Existing site features also support its continued use as a public rest stop and picnic area.

Approximately two-thirds of the property is currently dominated by invasive exotic vegetation, including several Category I invasive plant species that pose significant ecological threats to native habitats. If the lease is executed, the Village intends to implement a habitat restoration project focused on the removal of invasive vegetation and reestablishment of native plant communities. Existing pathways throughout the property provide an opportunity to incorporate educational and interpretive elements as part of a native plant garden and passive recreational

area.

The attached Resolution authorizes execution of a new lease agreement with FDOT for the Caboose Property (Parcel 521) and includes the required statement of public purpose. If approved, the lease preserves public access and allows the Village to improve and maintain a historically significant property within Village boundaries. The proposed lease agreement is attached as Exhibit “A” to the Resolution. An Addendum, attached as Exhibit “B,” provides supplemental lease provisions specific to the property. The Addendum is necessary because the lease agreement utilizes a standard FDOT template that cannot be modified. Any revisions or additional terms must therefore be incorporated through the Addendum. The initial lease term is five years, with options for renewal. Upon adoption by the Village Council, the Resolution will be transmitted to the FDOT Central Office for final authorization and execution by both parties.

Budget Impact:
Budget impacts associated with the proposed lease include expenditures related to routine property maintenance and implementation of the native habitat restoration project. The Landscape Mitigation Fund is an appropriate funding source for the restoration effort.

Ongoing maintenance costs will primarily consist of personnel expenditures associated with Public Works Roadway Maintenance staff, along with related operating expenses. The Village allocates 65% of Public Works Department expenditures recorded within the General Fund to the Transportation Fund, allowing for potential reimbursement through local option gas tax revenues or transfers from half-cent sales tax revenues, as appropriate.

Staff Impact:
The Environmental Resources Manager would oversee planning and implementation of the native habitat restoration project. Public Works Department Roadway Maintenance staff would be responsible for routine maintenance of the property.

Recommendation:
It is recommended that the Village Council approve and adopt the proposed Resolution authorizing execution of the lease agreement with FDOT for the Caboose Property (Parcel 521).

Attachments:
1. Resolution_Caboose property 082026 RVCM (JJQ edit)
2. Exhibit A_Parcel 521 Use Occupancy Agreement_ABrev
3. Exhibit B_UO Addendum_AB

RESOLUTION N0. 26-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A USE AND OCCUPANCY AGREEMENT FOR THE CABOOSE PROPERTY (PARCEL 521) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Florida Department of Transportation ("FDOT") holds title to certain lands and property for the use and benefit of the State of Florida; and

WHEREAS, FDOT may convey a leasehold in the name of the State in any land, buildings, or other property, real or personal, acquired under section 337.25, Florida Statutes; and

WHEREAS, on December 19, 1995, Monroe County (the "County") and FDOT entered into a lease of the Caboose Property on Upper Matecumbe Key (Parcel 521); and

WHEREAS, finding no further public purpose for the parcel, the County adopted a Resolution on May 20, 2026, terminating its lease agreement with FDOT; and

WHEREAS, concurrently, Islamorada, Village of Islands (the "Village") and FDOT initiated discussions regarding establishment of a new lease agreement for the property; and

WHEREAS, FDOT and the Village desire to enter into a new Use and Occupancy Agreement relating to the Caboose Property (Parcel 521); and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), has determined that entering into a new Use and Occupancy Agreement serves a public purpose whereby the Village will maintain the property as a public historical site, rest area, picnic area and passive recreation area; and

WHEREAS, the Village Council has determined that entering into a new Use and Occupancy Agreement is in the best interests of the Village and its residents.

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

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

Section 2. Approval of Use and Occupancy Agreement. The Village Council hereby approves the Use and Occupancy Agreement, attached hereto as Exhibit "A".

Section 3. Authorization of Village Officials. The Village Manager and/or designee and the Village Attorney are authorized to take all actions necessary to execute and implement the terms and conditions of the Use and Occupancy Agreement once confirmation to proceed with execution is provided by FDOT.

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

_____
DON HORTON, MAYOR

ATTEST:

_____

MARNE MCGRATH, VILLAGE CLERK

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

_____

JOHN J. QUICK, VILLAGE ATTORNEY

Exhibit "A"

ITEM/SEGMENT NO.: 4152302
MANAGING DISTRICT: Six
F.A.P. NO.: N/A
STATE ROAD NO.: 5 (Overseas Highway-MM 82.5)
COUNTY: Monroe
PARCEL NO.: 521

THIS **AGREEMENT,** made this _____ day of _____, _____, between Islamorada, Village of Islands at 86800 Overseas Highway Islamorada, FL 33036 (Lessee) and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (Department), an agency of the State of Florida (State).

WITNESSETH:

WHEREAS, the Department may convey a leasehold in the name of the State, in any land, buildings, or other property, real or personal, acquired under Section 337.25, Florida Statutes; and

WHEREAS, the United States Department of Transportation, Federal Highway Administration (FHWA), requires any use of airspace above, and/or below the highway's established gradeline, lying within the approved right of way limits on a Federal Aid System, to be accomplished pursuant to a right of way use and occupancy agreement in accordance with 23 CFR, Part 710, and

WHEREAS, the Department has acquired sufficient legal right, title, and interest in the right of way of SR-5/ Overseas Hwy MM 82.5 which includes the property described in Exhibit “A” attached hereto and made a part hereof, which right of way is part of a highway on a Federal Aid System; and

WHEREAS, the Department desires to lease to Lessee the airspace which is that space located above and/or below the gradeline of the property described in Exhibit “A”, attached and such airspace is hereinafter referred to as the “real property interest” or the “leased property” and made a part hereof for the following purpose: A public recreational area containing information on the history of the Florida Keys, rest stop, picnic area and native plant garden,

WHEREAS, the proposed use will not impair the full use and safety of the highway, require or permit vehicular access to such space directly from the established gradeline of said highway, or interfere with the free flow of traffic on said highway.

NOW, THEREFORE, in consideration of the premises made a part hereof, and the covenants, promises, understandings, and agreements made by each party to the other as set forth herein, the Department and the Lessee do hereby mutually agree as follows:

1. Premises

The premises hereto are true and correct and form an integral part of this Agreement.

2. Term

The Department does hereby lease unto Lessee the real property interest for a period of SEE ADDENDUM beginning with the date of this Agreement. One renewal of this Agreement may be made for SEE ADDENDUM. However, except for a public purpose conveyance, such renewal may not exceed five years. Nothing herein shall be construed to in any way grant an interest in the property lying below said airspace.

3. Rent

a. Lessee shall pay to the Department as rent each ☐ month ☐ quarter ☐ year on or before the first day of each rent payment period, SEE ADDENDUM plus applicable sales tax. When this Agreement is terminated, any unearned rent and sales tax payment shall be refunded to Lessee. However, no such refund shall be made where termination is due to Lessee’s violation of a term or condition of this Agreement.

b. The Department reserves the right to review and adjust the rental fee biannually and at renewal to reflect market conditions.

c. All rental payments are to be made by check or money order, payable to the State of Florida Department of Transportation and delivered on or before the due date to: The Florida Department of Transportation and shall be sent to Right of Way Administration, 1000 NW 111th Avenue, Room 6105-B, Miami, FL 33172, Attn: Property Management.

d. Lessee shall be responsible for all state, county, city, and local taxes that may be assessed, including real property taxes and special assessments. In the event that no rent is specified herein, then it has been determined that either the use by Lessee is a nonproprietary use by a governmental agency or an exception from the current fair market rental value requirement (23 U.S.C. Section 156) has been obtained for social, environmental, or economic mitigation (SEE) purposes. In the event that it should be determined at any time that the use is not a nonproprietary use by a governmental agency or that the SEE exception does not apply or has been revoked, Lessee agrees to pay, at that time, rent as determined to be the fair market rental value by an independent appraiser certified by the Department, and Lessee further agrees to pay such rent, under the remaining terms and conditions of this Paragraph 3, for the remaining term (including renewals) of this Agreement.

e. Any installment of rent not received within ten (10) days after the due date shall bear interest at the highest rate allowed by law from the due date thereof, per Section 55.03(1), Florida Statutes. This provision shall not obligate the Department to accept late rent payments or provide Lessee a grace period.

4. Use, Occupancy, and Maintenance

a. The Lessee shall be responsible for developing and operating the real property interest as set forth herein.

b. The Lessee's proposed use of the real property interest is as follows: The leased property shall be used solely for the purpose of operating and maintaining a public recreational area containing information on the history of the Florida Keys, rest stop, picnic area and native plant garden,

c. The general design for the use of the real property interest, including any facilities to be constructed, and the maps, plans, and sketches setting out the pertinent features of the use of the real property interest in relation to the highway facility are set forth in composite Exhibit "B" attached hereto and by this reference made a part hereof. In addition, said composite Exhibit "B" also contains a three-dimensional description of the space to be used, unless the use is of a surface area beneath an elevated highway structure or adjacent to a highway roadway for recreation, public park, beautification, parking of motor vehicles, public mass transit facilities, or other similar uses, in which case, a metes and bounds description of the surface area, together with appropriate plans or cross sections clearly defining the vertical use limits, may be substituted for said three-dimensional description in said composite Exhibit "B".

d. Any change in the authorized use of the real property interest or revision in the design or construction of the facility described in Exhibit "B" shall require prior written approval from the appropriate District Secretary of the Department, subject to concurrence by the FHWA.

e. The Department, through its duly authorized representatives, employees, and contractors, and any authorized FHWA representative, may enter the facility at any time for the purpose of inspection, maintenance, or reconstruction of the highway and adjacent facilities, when necessary; or for the purpose of surveying, drilling, monitoring well installations, sampling, remediation, and any other action which is reasonable and necessary to conduct an environmental assessment or to abate an environmental hazard.

f. Lessee, at Lessee's sole cost and expense, shall maintain the facility to occupy the real property interest so as to assure that the structures and the area within the highway right of way boundaries will be kept in good condition, both as to safety and appearance. Such maintenance will be accomplished in a manner so as to cause no unreasonable interference with the highway use. Lessee shall ensure vertical and horizontal access to the Department for maintenance purposes. In the event that Lessee fails to so maintain the facility, the Department, through its duly authorized representatives, employees, and contractors, may enter the facility to perform such work, and the cost thereof shall be chargeable to the Lessee and shall be immediately due and payable to the Department upon the performance of such work.

g. Portable or temporary advertising signs are prohibited.

h. The design, occupancy, and use of the real property interest shall not adversely affect the use, safety, appearance, or enjoyment of the highway by lights, sounds, wireless frequencies, smoke, fumes, vapors, odors, droppings, or any other objectionable discharges, or emissions, or nuisances of any kind therefrom.

i. When, for the proposed use of the real property interest, the highway requires additional highway facilities for the proper operation and maintenance of the highway, such facilities shall be provided by the Lessee without cost to either the Department or the FHWA and subject to both Department and FHWA approval.

j. The proposed use shall not cause or allow any changes in the existing drainage on the property under the real property interest.

k. Lessee shall not occupy, use, permit, or suffer the real property interest, the property, the facility, or any part thereof to be occupied or used for any illegal business use or purpose, for the manufacture or storage of flammable, explosive, or hazardous material, or any other hazardous activity, or in such manner as to constitute a nuisance of any kind, nor for any purpose or in any way in violation of any present or future federal, state, or local laws, orders, directions, ordinances, or regulations.

l. Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations, or as those terms are understood in common usage, are specifically prohibited. The use of petroleum products, pollutants, and other hazardous materials affecting the property is prohibited. Lessee shall be held responsible for the performance of and payment for any environmental remediation that may be necessary, as determined by the Department. Similarly, if any contamination either spread to or was released onto adjoining property as a result of Lessee's use of the real property interest under lease, the Lessee shall be held similarly responsible. The Lessee shall indemnify, defend, and hold harmless the Department from any claim, loss, damage, cost, charge, or expense arising out of any such contamination.

m. Existing utilities and all corresponding easements shall remain in place and Lessee shall not disturb or interfere with the same.

5. Indemnification. *(select applicable paragraph)*

☒ **Lessee is a Governmental Agency**

To the extent provided by law, Lessee shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Lessee, its officers, agents, or employees, during the performance of the Agreement, except that neither Lessee, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by Lessee in the performance of services required under this Agreement, the Department will immediately forward the claim to Lessee. Lessee and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of Lessee in the defense of the claim or to require that Lessee defend the Department in such claim as described in this section. The Department's failure to promptly notify Lessee of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Lessee. The Department and Lessee will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any.

☐ **Lessee is not a Governmental Agency**

Lessee shall indemnify, defend, save, and hold harmless the Department, its agents, officers, and employees, from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including attorney's fees (including regulatory and appellate fees), arising out of or because of any acts, action, neglect, or omission by Lessee, or due to any accident, happening, or occurrence on the leased property or arising in any manner from the exercise or attempted exercise of Lessee's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the Department.

Lessee's obligation to indemnify, defend, and pay for the defense or at the Department's option, to participate, and to associate with the Department in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the Lessor's notice of claim for indemnification to Lessee. Lessee's inability to evaluate liability or its evaluation of liability shall not excuse Lessee's duty to defend and indemnify within seven days after such notice by the Department is given by registered mail. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Department solely negligent shall excuse performance of this provision by Lessee. Lessee shall pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify Lessee of a claim shall not release Lessee of the above duty to defend.

6. Insurance. Lessee at its expense, shall maintain at all times during the term of this Agreement, public liability insurance protecting the Department, FHWA, and Lessee against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about the land arising out of the act, negligence, omission, nonfeasance, or malfeasance of Lessee, its employees, agents, contractors, customers, licensees, and invitees. Such insurance shall be carried in a minimum amount of not less than one million ($ 1,000,000.00) for bodily injury or death to any one person or any number of persons in any one occurrence and not less than one million ($ 1,000,000.00) for property damage, or a combined

coverage of not less than two million ($ 2,000,000.00). All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be canceled or modified unless the Department is given at least sixty (60) days prior written notice of such cancellation or modification. Lessee shall provide the Department certificates showing such insurance to be in place and showing the Department and FHWA as additional insured under the policies. If self-insured or under a risk management program, Lessee represents that such minimum coverage for liability will be provided for the property.

7. Termination

a. This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice to the other party.

b. It is understood and agreed to by the Lessee that the Department reserves the right to terminate this Agreement immediately without prior notice, in the event the Lessee violates any of the conditions of this Agreement and such violation is not corrected within a reasonable time after written notice of noncompliance has been given. In the event the Agreement is terminated and the Department deems it necessary to request the removal of the facility on the property, the removal shall be accomplished by the Lessee in a manner prescribed by the Department at no cost to the Department or the FHWA.

c. The Lessee must notify the Department of its intention to renew this Agreement not later than thirty (30) days prior to the expiration of the original term. Lessee's failure to comply with the foregoing notice provision may result in the Department's refusal to renew the Agreement.

d. Upon termination of this Agreement, Lessee shall deliver the property to the Department, or its agents, in the condition existing at the commencement of this Agreement, normal wear and tear excepted, unless a facility, any improvement, or any part thereof has been constructed on the property.

e. If removal of the facility, improvements, or any part thereof is requested by the Department, any such structures shall be removed by the Lessee at Lessee's expense by midnight of the day of termination of this Agreement and the property restored as nearly as practicable.

f. This Agreement is terminable by the Department in the event that the facility ceases to be used for its intended purpose, is abandoned, or if use of the facility is required by the Department for transportation, maintenance or emergency purposes.

8. Eminent Domain

Lessee acknowledges and agrees that its relationship with the Department under this Agreement is one of landlord and tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Agreement. Termination of this Agreement for any cause shall not be deemed a taking under any eminent domain or other law so as to entitle Lessee to compensation for any interest suffered or lost as a result of termination of this Agreement, including any residual interest in the Agreement or any other facts or circumstances arising out of or in connection with this Agreement.

Lessee hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort, including special damages, severance damages, removal costs, or loss of business profits, resulting from Lessee's loss of occupancy of the property specified in this Agreement, or any such rights, claims, or damages flowing from adjacent properties owned or leased by Lessee as a result of Lessee's loss of occupancy of the property specified in this Agreement. Lessee also hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort as set out above, as a result of Lessee's loss of occupancy of the property, when any or all adjacent properties owned or leased by Lessee are taken by eminent domain proceedings or sold under the threat thereof. This waiver and relinquishment applies whether this Agreement is still in existence on the date of taking or sale or has been terminated prior thereto.

9. Miscellaneous

a. The real property interest and Lessee's rights under this Agreement shall not be transferred, assigned, pledged or conveyed to another party without the prior written consent of the Department, subject to concurrence by the FHWA. Lessee shall not allow any liens or other encumbrances to attach to the leased property.

b. In conformance with the Civil Rights Act of 1964 (Title VI, Appendix "C") and 49 CFR Part 21, Lessee agrees as follows:

1. That as a part of the consideration hereof, Lessee does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said property and facility; (2) that in connection with the construction of any improvements on said property and facility and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors; and (3) that the Lessee shall use the property and facility in compliance with all other requirements imposed pursuant to 49 CFR part 21..

2. That in the event of breach of any of the above covenants, the Department shall have the right to terminate this Agreement and to re-enter and repossess said property and the facility thereon, and hold the same as if this Agreement had never been made or issued.

c. During the term of this Agreement Lessee shall, at Lessee's own cost and expense, promptly observe and comply with all present or future laws, requirements, orders, directions, ordinances, and regulations of the United States of America, the State of Florida, county or local governments, or other lawful authority whatsoever, affecting the land, property, and facility or appurtenances or any part thereof, and of all insurance policies covering the property, land, and facility, or any part thereof.

d. In addition to or in lieu of the terms and conditions contained herein, the provisions of any Addendum of even date herewith which is identified to be a part hereof is hereby incorporated herein and made a part hereof by this reference. In the event of any conflict between the terms and conditions hereof and the provisions of the Addendum(s), the provisions of the Addendum(s) shall control, unless the provisions thereof are prohibited by law.

e. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

f. Lessee acknowledges that it has reviewed this Agreement, is familiar with its terms, and has had adequate opportunity to review this Agreement with legal counsel of Lessee's choosing. Lessee has entered into this Agreement freely and voluntarily. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties and/or between Lessee and any previous owner of the property and landlord of Lessee are merged in this Agreement, which alone, fully and completely express the agreement between Lessee and the Department with respect to the subject matter hereof. No modification, waiver, or amendment of this Agreement or any of its conditions or provisions shall be binding upon the Department or Lessee unless in writing and signed by both parties.

g. Lessee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone, and telegraph services, or any other utility or service used on the property.

h. This Agreement shall be governed by the laws of the State of Florida, and any applicable laws of the United States of America.

i. All notices to the Department shall be sent to the address for rent payments and all notices to Lessee shall be sent to the property address provided herein or otherwise provided in writing to the Department.

j. The parties to this Agreement hereby understand and agree that the venue for any action that may arise as a result of this Agreement shall be in Leon County, Florida.

k. If Lessee is a “contractor” for the purposes of Section 119.0701, Florida Statutes, Lessee shall comply with public records laws and specifically shall:

1. Keep and maintain the public records that ordinarily and necessarily would be required to be kept and maintained by the Department in order to perform the services identified herein.

2. Provide the public with access to those public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

4. Meet all requirements for retaining the public records and transfer, at no cost, to the Department all the public records in possession of Lessee upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All such public records (if any) stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

If Lessee fails during such times to comply with a public records request, the Department shall enforce this section in accordance with this Agreement.

Lessee shall otherwise allow public access to all documents, papers, letters or other materials, made or received by Lessee in connection with this Agreement and the lease of the Demised Premises, to the extent such access is required because such documents, papers, letters or other materials are subject to the provisions of s. 24(a) of the State Constitution or Chapter 119, Florida Statutes.

l. Section 287.133(3)(a), Florida Statutes, requires that Lessee be informed of the following provisions of section 287.133 (2)(a), Florida Statues: “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity

crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

m. The Department shall consider the employment knowingly by Lessee of unauthorized aliens a violation of Section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement.

n. This Agreement shall not create any third-party beneficiary hereunder, nor shall this Agreement authorize anyone not a party hereto to maintain a suit against the Department pursuant to the terms of this Agreement.

o. This Agreement shall be binding upon the successors, assigns and legal representatives of Lessee and the Department.

p. All Exhibits attached to this Agreement are made a part hereof as if fully copied herein. All submittals required to be submitted by Lessee that are approved by the Department are by reference made a part of this Agreement as if fully copied herein.

q. Nothing in this Agreement or in any documents executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the Department of its sovereign immunity in tort under the Constitution and laws of the State of Florida.

r. “RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

s. Lessee does not qualify for relocation benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. Section 4601 et seq.)

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

Islamorada, Village of Islands
LESSEE (Company Name, if applicable)

By: _____

Name: _____

Title: _____

Attest: _____ (Seal)

Name: _____

Title: _____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
District Secretary

Name: Daniel Iglesias, P.E., District Six Secretary

Attest: _____

Name/Title: Helen Bosque, Assistant to District Secretary

Legal Review:

_____
District Counsel

Name: Michelle Garrido, Esq., District Six Senior Attorney

ADDENDUM

This is an Addendum to that certain Right of Way Use and Occupancy Agreement between _____
_____
and the State of Florida Department of Transportation dated the _____ day of _____, _____ .
In addition to the provisions contained in said Agreement, the following terms and conditions shall be deemed to be a part thereof pursuant to Paragraph 9 (d) of said Agreement:

DO NOT SIGN- SEE SEPARATE ADDENDUM.

_____
LESSEE (Company Name, if applicable)

By: _____

Name: _____

Title: _____

Attest: _____ (Seal)

Name: _____

Title: _____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
District Secretary

Name: _____

Attest: _____

Name/Title: _____

Legal Review:

_____
District Counsel

Name: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

ADDENDUM TO USE AND OCCUPANCY AGREEMENT

Exhibit "B"

ITEM/SEGMENT NO.:	415230-2
MANAGING DISTRICT:	Six (6)
F.A.P. NO.:	N/A
STATE ROAD NO.:	5/ Overseas Hwy
COUNTY:	Monroe
PARCEL NO.:	521

THIS ADDENDUM ("Addendum") made effective on _____ (the "Effective Date") is an Addendum to that certain Use and Occupancy Agreement (the "Agreement) between the **State of Florida, Department of Transportation** (the "Department" or "Lessor") and **Islamorada, Village of Islands** (the "Lessee") (collectively, the "Parties") dated _____.

RECITALS

WHEREAS, the Parties are hereby entering into the Agreement, to be executed contemporaneously with this Addendum, and to be amended and supplemented by this Addendum, for the purpose of establishing a five (5) year lease to commence on the Effective Date; and

WHEREAS, in addition to the provisions contained in said Agreement, the terms and conditions set forth herein shall be deemed to be a part thereof.

NOW THEREFORE, in consideration of the covenants, promises, understandings, and agreements made by each Party to the other as set forth herein, Lessor and Lessee do hereby mutually agree as follows:

AGREEMENT

1. The Recitals set forth above are incorporated into and are made a part hereof.

2. **Paragraph 2: Term,** is hereby deleted in its entirety and is replaced with the following:

   Lessor does hereby lease unto Lessee the Leased Property described in Exhibit "A," attached hereto and made a part hereof, for a term beginning on the Effective Date and ending five (5) years thereafter (the "Expiration"). If Lessee desires to continue leasing the Leased Property, Lessee shall provide written notice to Lessor at least one hundred eighty (180) days prior to the Expiration of the Agreement. If Lessor, in its sole discretion, and in accordance with Lessor's procedures, determines that the Leased Property continues to be available for lease, a new Use and Occupancy Agreement will be required. The Lessee's failure to comply with the foregoing 180-day notice provision may result in the Lessor's refusal to enter into a new Use and Occupancy Agreement.

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If Lessee holds over and remains in possession of the Leased Property after the Expiration specified in this Agreement, Lessee's tenancy shall be considered a tenancy at sufferance, subject to the same terms and conditions as herein contained in this Agreement.

This Agreement is subject to all utilities in place and to the maintenance thereof as well as any other covenants, easements, or restrictions of record.

This Agreement shall be construed as a lease of only the interest, if any, of Lessor, and no warranty of title shall be deemed to be given herewith.

3. **Paragraph 3: Rent,** is hereby deleted in its entirety and is replaced with the following:

This Agreement is for a public purpose, at no consideration. In the event that the Lessee determines to start utilizing the Leased Property for a commercial end-use producing income and/or profit, Lessee shall first notify the Lessor of its intent and obtain the Lessor's written consent prior to changing the use. Lessee's commercial end-use of the Leased Property will be subject to a rental fee in accordance with the current rental market, which shall be established, at Lessor's option, by Lessor's valuation staff or by an appraisal of the Leased Property, provided at Lessee's expense. Lessee shall execute a new lease, or an amendment to this Agreement, providing for the monthly rental fee charged by Lessor prior to changing the use of the Leased Property.

4. **Paragraph 4: Use, Occupancy, and Maintenance,** is hereby modified as follows:

Subparagraph 4.d. is hereby deleted in its entirety and is replaced with the following:

d. Any change in the authorized use of the Leased Property or revision in the design described in Exhibit "B" shall require prior written approval from the District Six, District Secretary, subject to FHWA approval. No improvements (moveable, fixed, temporary, or otherwise), including, but not limited to, signs or sign structures, shall be placed, installed, or constructed on the Leased Property without the prior written approval of the District Secretary for District Six of Lessor, subject to FHWA approval, and subject to Lessor's regulations and guidelines.

Notwithstanding, existing improvements on the leased property consist of, but are not limited to, ~~the~~ a red train caboose~~ that will house the Monroe County Historical Railroad site~~, landscaping, exhibit walls, and historical markers (the "Existing

Improvements").

The Lessor hereby allows the Existing Improvements to remain until such time the Agreement is terminated or expires. It is understood and agreed, however, that this provision is of a temporary nature and is not intended to replace a permit or other permanent authorization of the Lessor. Upon termination or Expiration of this Agreement, the Lessee shall remove all Existing Improvements and restore the Leased Property to a like or similar condition as existed prior to the placement of the Existing Improvements by Lessee on the Leased Property. Lessee agrees to coordinate removal of the Existing Improvements with Lessor and to exercise due care to mitigate any adverse effects on Lessor's abutting infrastructure.

Subparagraph 4.f. is hereby deleted in its entirety and is replaced with the following:

f. During the lease term, Lessee will be responsible for the maintenance of the Leased Property. Lessee, at Lessee's sole cost and expense, shall maintain the Leased Property so as to assure that the structures and the area within the highway right-of-way boundaries will be kept in good condition, both as to safety and appearance. Such maintenance will be accomplished in a manner so as to cause no unreasonable interference with the highway use. Lessee shall ensure vertical and horizontal access to the Department for maintenance purposes. In the event that Lessee fails to so maintain the Leased Property, the Department, through its duly authorized representatives, employees, and contractors, may enter the facility to perform such work, and the cost thereof shall be chargeable to the Lessee and shall be immediately due and payable to the Department upon the performance of such work.

   Lessee shall keep the Leased Property in a clean, sanitary, and safe condition in accordance with all applicable laws, rules, and regulations of government agencies having jurisdiction. In the event of any damage to the Leased Property, Lessee shall ensure that the Leased Property is secured in order to avoid injury to third parties, and Lessee shall immediately coordinate with the Department in order to undertake the necessary repairs in accordance with the Department's guidelines, when appropriate.

Subparagraph 4.l. is deleted in its entirety and is replaced with the following:

l. Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations, or as those terms are understood in common usage, are specifically prohibited. The use of petroleum products, pollutants, and other hazardous materials

affecting the Leased Property is prohibited. Lessee shall be held responsible for the performance of and payment for any environmental remediation that may be necessary, as determined by the Department. Similarly, if any contamination either spread to or was released onto adjoining property as a result of Lessee's use of the real property interest under lease, the Lessee shall be held similarly responsible. The Lessee shall indemnify, defend, and hold harmless the Department from any claim, loss, damage, cost, charge, or expense arising out of any such contamination.

The Lessee's obligations in this subparagraph 4.l. shall survive the expiration or termination of this Agreement with respect to any claims which may result from incidents occurring during the term of this Agreement.

Subparagraph 4.m. is deleted in its entirety and is replaced with the following:

m. Existing utilities and easements upon, under, over, or within the Leased Property shall remain in place. Lessee shall allow any utility owner to access and enter upon the Leased Property in order to perform maintenance on said utility. Lessee shall not disturb or interfere with said utilities or easements. If a utility owner which has a utility that is placed upon, under, over, or within the Leased Property determines, in its sole discretion, that the Lessee's use of the Leased Property to be interfering in any way with the convenient, safe, or continuous use, or the maintenance, improvement, extension, or expansion, of such utility, the Lessee shall, upon reasonable written notice to Lessee by the Department, initiate any work necessary to cease any activities interfering with the utility and/or remove any improvements or other personal property ("Obstructions") from the Leased Property at Lessee's sole cost and expense. The work must be completed within such reasonable time as stated in the notice or such time as agreed to separately by the utility owner and Lessee.

Notwithstanding the foregoing, in the event of emergency maintenance by a utility owner, immediately upon notice to Lessee by the Department, the Lessee shall cease any activities interfering with the utility and/or remove any Obstructions from the Leased Property at Lessee's sole cost and expense. In the event Lessee fails to do so, the utility owner may enter the Leased Property and, with no obligation to repair or replace same, has the right to stop any activities interfering with the utility and/or remove or demolish any Obstructions on the Leased Property at the sole cost and expense of Lessee. Lessee shall hold harmless the Department from any claim, loss, damage, cost, charge, or expense arising out of actions by utility owners under this subparagraph.

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COUNTY:	Monroe
PARCEL NO.:	521

Subparagraph 4.n. is added at the end of Paragraph 4:

n. The Leased Property shall be used only for the proposed use set forth in subparagraph 4.b. of this Agreement. Lessee shall, at its own cost and expense, obtain all licenses, permits, or other approvals necessary for the proposed use of the Leased Property, if any. Lessee shall provide the Department with copies of said licenses, permits, or other approvals upon request of the Department.

Subparagraph 4.o. is added at the end of Paragraph 4:

o. Lessee shall perform, at the sole expense of Lessee, all work required in the preparation of the Leased Property for occupancy by Lessee, in the absence of any special provision herein contained to the contrary; and Lessee does hereby accept the Leased Property as now being in fit and tenantable condition for all purposes of Lessee. Lessor reserves the right to inspect the Lease Property and to require whatever adjustment to structures or improvements as Lessor, in its sole discretion, deems necessary. Any adjustments shall be done at Lessee's sole cost and expense.

5. **Paragraph 9: Miscellaneous,** is hereby modified as follows:

Subparagraph 9.a. is deleted in its entirety and is replaced with the following:

a. ~~Other than the existing Sublease Agreement between Lessee and the Matecumbe Historical Trust, attached hereto and incorporated herein as Exhibit "C,"~~ Lessee shall not sublet the Leased Property or any part thereof, nor assign this Agreement, without the prior consent in writing of the Lessor, whose consent shall not be unreasonably delayed or withheld, and subject to concurrence by FHWA. This Agreement is being executed by Lessor upon the credit and reputation of Lessee. Acceptance by Lessor of rental from a third party shall not be considered as an assignment or sublease, nor shall it be deemed as constituting consent of Lessor to such an assignment or sublease. Lessee shall not allow any liens or other encumbrances to attach to the Leased Property.

Subparagraph 9.i. is deleted in its entirety and is replaced with the following:

i. All notices, requests, demands, consents, approvals, and other communications which are required to be served or given under this Agreement shall be in writing and shall be delivered by either hand delivery, by a nationally recognized courier (such as

ITEM/SEGMENT NO.:	415230-2
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PARCEL NO.:	521

FedEx or UPS), or by the United States Postal Service, sent Certified Mail, return receipt requested, postage paid, to the following addresses:

To Lessor: Florida Department of Transportation
1000 NW 111th Avenue, Room 6105-B
Miami, Florida 33172
Attention: Right of Way Manager

To Lessee: Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036

or to such other addresses as either Party may designate in writing from time to time. If the notice requires signature by the Lessee or Lessor, the notice shall be deemed served on the date of the notice was signed for by the Lessee or Lessor. If the notice does not require signature by the Lessee or Lessor, or the Lessee or Lessor is unavailable to sign for the notice if signature by the Lessor or Lessor is required, then notice shall be deemed served five (5) business days after the date the notice was given to the courier or deposited in a United States Post Office receptacle.

Subparagraph 9.t. is added at the end of Paragraph 9:

t. Neither the Lessor nor the Lessee shall record the Agreement or this Addendum in the Public Records.

6. Except as modified in this Addendum, all other terms and conditions of the Agreement remain unchanged and are hereby confirmed and ratified by the Lessee and the Lessor. Where the terms of this Addendum conflict with the definitions, provisions or terms of the Agreement, this Addendum shall control.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK. SIGNATURES FOLLOW.]

ADDENDUM TO USE AND OCCUPANCY AGREEMENT

ITEM/SEGMENT NO.: 415230-2
MANAGING DISTRICT: Six (6)
F.A.P. NO.: N/A
STATE ROAD NO.: 5/ Overseas Hwy
COUNTY: Monroe
PARCEL NO.: 521

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

On behalf of Lessee

Islamorada, Village of Islands

By: _____

Name: _____

Title: _____

On behalf of Lessor

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
District Secretary

Name: Daniel Iglesias, P.E.

Attest: _____

Name/Title: Helen Bosque
Assistant to the District Secretary

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

ADDENDUM TO USE AND OCCUPANCY AGREEMENT

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MANAGING DISTRICT: Six (6)
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STATE ROAD NO.: 5/ Overseas Hwy
COUNTY: Monroe
PARCEL NO.: 521

Attest:_____

Name:_____

Title:_____

Legal Review:

_____

Name: Michelle Garrido, Esq.
Senior Attorney

Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: August 20, 2026
SUBJECT: **Resolution Approving FY 26-27 North Plantation Key Non-Ad Valorem Assessment Rate and Roll TAB 12**

Background:
On August 23, 2005, the Village Council adopted Ordinance No. 05-16 (the "Assessment Ordinance") authorizing the creation of assessment areas and authorizing the imposition of special assessments to fund the construction of local improvements.

On August 23, 2005, pursuant to the Assessment Ordinance, the Village Council adopted Resolution No. 05-08-42 (the "Initial Assessment Resolution") and on September 15, 2005, the Village Council adopted Resolution No. 05-09-49, (the "Final Assessment Resolution"), thereby creating the North Plantation Key Assessment Area and levying special assessments against property within this area of the Village to fund the cost of construction of the North Plantation Key wastewater collection and treatment system, for a period not to exceed thirty (30) years, commencing November 2005.

On September 9, 2010, the Village Council amended the Initial Assessment Resolution and adopted Resolution No. 10-08-53 thereby changing the methodology for assessment of laundry facilities within the North Plantation Key Assessment Area and providing that a laundry facility shall be counted as having one (1) Equivalent Dwelling Unit ("EDU").

The Assessment Ordinance requires that the Village hold a public hearing to adopt an Annual Assessment Resolution for each subsequent fiscal year. This Annual Assessment Resolution establishes the rate of the assessments, approves the assessment roll, and directs and authorizes the method of collection.

Analysis:
The proposed Annual Assessment Resolution for the North Plantation Key Assessment Area for Fiscal Year 2026-2027 is the twenty-first year of the 30-year assessment. In accordance with the Assessment Ordinance, a notice of the public hearing scheduled for August 20, 2026,was published in *The Key West Citizen* on July 30, 2026. This public hearing is being held to allow citizen comment prior to the final adoption of the Annual Assessment Resolution and assessment roll.

Budget Impact:
The proposed Annual Assessment Resolution would continue the current annual rates for the North Plantation Key wastewater improvements at a maximum of $106.96 per EDU and a

maximum of $340.55 per Connection. The North Plantation Key assessment is estimated to generate total gross revenue in the amount of $371,000 in Fiscal Year 2026-2027. The funds generated by this assessment will be used to pay debt service obligations on debt incurred to fund construction of the North Plantation Key wastewater collection and treatment system.

Staff Impact:
The assessment program would continue to be administered by the Village staff with assistance from its assessment consultant, Accenture LLP.

Recommendation:
It is recommended that the Village Council adopt the attached Annual Rate Resolution for the North Plantation Key Wastewater Assessment Area for the Fiscal Year 2026-2027, beginning October 1, 2026 through September 30, 2027. The assessments would appear on the November 2026 real estate tax bills.

Attachments: 1. 2_Reso_FY26-27_NPK Wastewater NAV_082026

RESOLUTION NO. 26-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE CONSTRUCTION AND FUNDING OF WASTEWATER COLLECTION AND TREATMENT FACILITIES WITHIN THE NORTH PLANTATION KEY ASSESSMENT AREA; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on August 23, 2005, the Village Council ("Council") of Islamorada, Village of Islands, Florida (the "Village"), enacted Ordinance No. 05-16 (the "Ordinance"), to provide for the creation of assessment areas and to authorize the imposition of special assessments to fund the construction of local wastewater improvements to serve the property located therein; and

WHEREAS, on August 23, 2005, the Council adopted Resolution No. 05-08-42 (the "Initial Assessment Resolution") and on September 15, 2005, the Council adopted Resolution No. 05-09-49, (the "Final Assessment Resolution"), thereby proposing creation of the North Plantation Key Assessment Area and describing the method of assessing the cost of Wastewater Collection and Treatment Facilities against the real property specially benefited thereby; and

WHEREAS, On September 9, 2010, the Council amended the Initial Assessment Resolution and adopted Resolution No. 10-08-53 thereby changing the methodology for assessment of Laundry Facility within the Assessment Area and providing that a Laundry Facility shall be counted as having one (1) Equivalent Dwelling Unit ("EDU"); and

WHEREAS, the Council desires to reimpose the Assessment to fund the Wastewater Collection and Treatment Facilities in the North Plantation Key Assessment Area for the Fiscal Year beginning October 1, 2026; and

WHEREAS, pursuant to the provisions of the Ordinance, the Village is required to adopt an Annual Assessment Resolution for each fiscal year to approve the assessment rolls for such fiscal year; and

WHEREAS, properties in the North Plantation Key Assessment Area will accordingly be subject to the previously established assessment amount imposed to fund the Wastewater Collection and Treatment Facilities in the North Plantation Key Assessment Area; and

WHEREAS, the Assessment Roll has heretofore been filed with the office of the Village Manager, as required by the Ordinance; and

WHEREAS, a notice of a public hearing was published which provides notice to all interested persons of an opportunity to be heard; the proof of publication is attached hereto as Appendix A; and

WHEREAS, a public hearing was held on August 20, 2026, to consider comments and objections of all interested persons, as required by the terms of the Ordinance.

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

SECTION 1. RECITALS. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. AUTHORITY. This Resolution is adopted pursuant to the Ordinance, the Initial Assessment Resolution (as amended), the Final Assessment Resolution, Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

SECTION 3. DEFINITIONS. This Resolution is the Annual Assessment Resolution as defined in the Ordinance. All capitalized terms in this Resolution shall have the meanings defined

in the Ordinance, the Initial Assessment Resolution (as may have been amended), the Final Assessment Resolution and the Preliminary Rate Resolution.

SECTION 4. Reimposition of Annual Assessments to Fund Wastewater Treatment and Collection Facilities.

(A) The Tax Parcels described in the Assessment Roll are hereby found to be specially benefited by construction of the Wastewater Collection and Treatment Facilities in the amount of the maximum annual Assessment set forth in the Assessment Roll. The methodology for computing annual Assessments described in the Initial Assessment Resolution (as amended) and the Final Assessment Resolution is hereby approved.

(B) For the Fiscal Year beginning October 1, 2026, Annual Assessments computed in the manner described in the Initial Assessment Resolution (as amended) and the Final Assessment Resolution are hereby levied and imposed on all Tax Parcels described in the Assessment Roll at a maximum annual rate of $106.96 per EDU and a maximum annual rate of $340.55 per Connection, for a period not to exceed thirty (30) years, commencing in November 2005.

SECTION 5. Approval of Assessment Roll. The Assessment Roll for the North Plantation Key Assessment Area, currently on file with the Village Manager and incorporated herein by reference, is hereby approved.

SECTION 6. **Assessment Liens**.

(A) The Assessments shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the

Council of the Annual Assessment Resolution and shall attach to the property included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

(B) As to any Tax Parcel that is acquired by a public entity through condemnation, negotiated sale or otherwise prior to adoption of the next Annual Assessment Resolution, the Adjusted Prepayment Amount shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the Council of the Annual Assessment Resolution and shall attach to the property included on the Assessment Roll upon adoption of the Annual Assessment Resolution.

SECTION 7. Collection of Assessments. The Assessments shall be collected pursuant to the Uniform Assessment Collection Act. Upon adoption of the Annual Assessment Resolution, the Village Manager shall cause the certification and delivery of the Assessment Roll to the Tax Collector by September 15, 2026, in the manner prescribed by the Uniform Assessment Collection Act. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix B.

SECTION 8. Severability. If any clause, section, or other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or application of this Resolution.

SECTION 9. Effect of Adoption of Resolution. The adoption of this Annual Assessment Resolution shall be the final adjudication of the issues presented herein (including,

but not limited to, the method of apportionment, the rate of assessment, the Assessment Roll, and the levy and lien of the North Plantation Key Assessment for the Wastewater Collection and Treatment Facilities) unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within twenty (20) days from the date of this Annual Assessment Resolution.

SECTION 10. EFFECTIVE DATE. This Preliminary Rate Resolution shall take effect immediately upon its adoption.

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Motion to adopt by Councilmember_____, seconded by

_____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

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

PASSED AND ADOPTED ON THIS 20TH DAY OF AUGUST 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 ONLY

_____
JOHN J. QUICK, VILLAGE ATTORNEY

APPENDIX A

PROOF OF PUBLICATION

KEYS CITIZEN KeysNews.com
Many Islands One Voice
The Florida Keys Only Daily Newspaper, Est. 1876
PO Box 1800, Key West FL 33041
P: (941) 206-1025 F: (305) 294-0768
legals@keysnews.com

ISLAMORADA VILLAGE OF ISLANDS
86800 OVERSEAS HWY
ISLAMORADA FL 33036-3162

Account: 421294 Ticket: 3994010

PUBLISHER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MONROE

[legal.text]

Before the undersigned authority personally appeared

_____Amber Douglas_____, who on oath says that he or she is

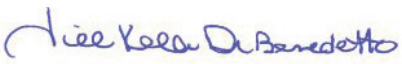
The legal advertising representative of the Key West Citizen, a five day newspaper published in Key West, in Monroe County, Florida; that the attached copy of advertisment, being a legal notice in the matter of was published in said newspaper in the issues of:

Thursday, July 30, 2026

Affiant further says that the Key West Citizen is a newspaper published in Key West, in said Monroe County, Florida and that the said newspapers has heretofore been continuously published in said Monroe County, Florida Tuesday thru Saturday weekly, and has been entered as periodicals matter at the post office in Key West, in said Monroe County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

(Signature of Affiant)

Affirmed and subscribed before me this 30th day of July 2026



(Notary Public Signature)

_____Jill Kelli Di Benedetto_____
(Notary Public Printed Name)

My commission expires _____8/19/2027_____

Personally Known _X_ Produced Identification ___
Type of Identification Produced _____ (Notary Seal)_____

Marathon names Lt. Shana J. Rogers new Fire Chief

STAFF REPORT

The City of Marathon has announced Lt. Shana J. Rogers has accepted the role of Marathon Fire Rescue Chief.

Rogers, who has been with MFR for more than 21 years, becomes the first female Fire Chief in Marathon and the Florida Keys. She joins a growing list of women throughout the state and the nation taking over the role, according to the Florida Fire Chiefs' Association.

"One of the greatest advantages of being promoted from within is the opportunity to build on relationships that have already been established," Rogers said. "We know one another's strengths, we've faced challenges together, and we've earned each other's trust. That foundation creates continuity, strengthens teamwork, and allows us to focus on moving the department forward from day one."

Rogers

She shares the credit for her promotion with those she has work with during the past two decades.

"I also have the honor and privilege of serving an organization that provides an extraordinary level of fire and emergency medical services to the residents and visitors of Marathon. I am fortunate to work alongside an exceptional team of dedicated professionals whose commitment to excellence is evident every day.

"With the continued support of our city leadership and staff, I believe we are well-positioned to continue strengthening our organization and the exceptional service we provide."

In taking the position, Rogers is focusing on the continued advancement of the department and its employees to the benefit of the Marathon community.

"I'd like to continue the forward movement of the department — ensuring we are always up-to-date with the latest skills and technology and that we are trained to exceed the expectations of our community and those who rely on us when they are in need," Rogers said. "I am also grateful for the increasing recognition of the impact this profession can have on the mental well-being of firefighters. I intend to support the use of every available resource, including those provided through our department, to help ensure our personnel are well cared for and that they continue to look after one another, both on and off duty."

Rogers received her bachelor's degree in nutrition from the University of Florida, and her master's degree in social work, with a focus on mental health, from Barry University.

She had planned a career in medicine but discovered the Fire Service through friends, she said. In it, she found her calling.

"It combines the opportunity to help people with a profession that is dynamic, challenging, and is never the same from one day to the next," Rogers said. "The teamwork and problem-solving, along with the excitement and adrenaline that come with the job, made it clear to me that Fire Rescue was exactly where I belonged."

Rogers said one of the biggest challenges her department faces is staffing.

"There's no easy solution," she said. "I do, however, understand the importance of balancing the needs of the department alongside an understanding of city priorities and resource constraints. This delicate balance is required to ensure we approach each challenge responsibly without losing momentum. Maintaining open lines of communication with our personnel, the City Council, and the wider Marathon community is one of the best ways I know how to work through these types of challenges."

ashley.rodriguez@keysnews.com

NOTICE

A summary of the Florida Keys Aqueduct Authority's proposed annual budget for the fiscal year ending September 30, 2027 is presented below. This proposed budget was presented at two public hearings on June 2 and July 7. Our final hearing will be held on August 4, 2026. The Authority's board must adopt a budget at least thirty days before the beginning of its fiscal year (October 1). The complete budget can be found on the Authority's website, www.fkaa.com, under the August 4, 2026 budget public hearing agenda.

Florida Keys Aqueduct Authority
Proposed Summary Budget

For the fiscal year ending September 30, 2027

	2026 Budget	Proposed 2027 budget
Utility operating revenue	$ 109,427,000	**$ 119,535,000**
Interest income	1,000,000	**1,000,000**
System development fees and other income	2,940,000	**2,940,000**
Special assessments or appropriations	18,500,000	**27,481,500**
Proceeds from issuance of debt, net of issue costs	35,947,500	**10,486,000**
Total budgeted sources of funds	167,814,500	**161,442,500**
Total budgeted uses of funds		
Operating expenses (excluding depreciation)	87,858,446	**91,559,838**
Capital improvement projects	82,250,000	**64,850,000**
Debt service	15,611,102	**17,985,944**
Total budgeted uses of funds	185,719,548	**174,395,782**
Excess sources available for reserves and other uses	(17,905,048)	**(12,953,282)**
Estimated beginning cash and investments	49,287,435	**105,266,514**
Proceed change in actual cash and investments	$ 73,884,127	
Estimated ending cash and investments	$ 105,266,514	**$ 92,313,232**

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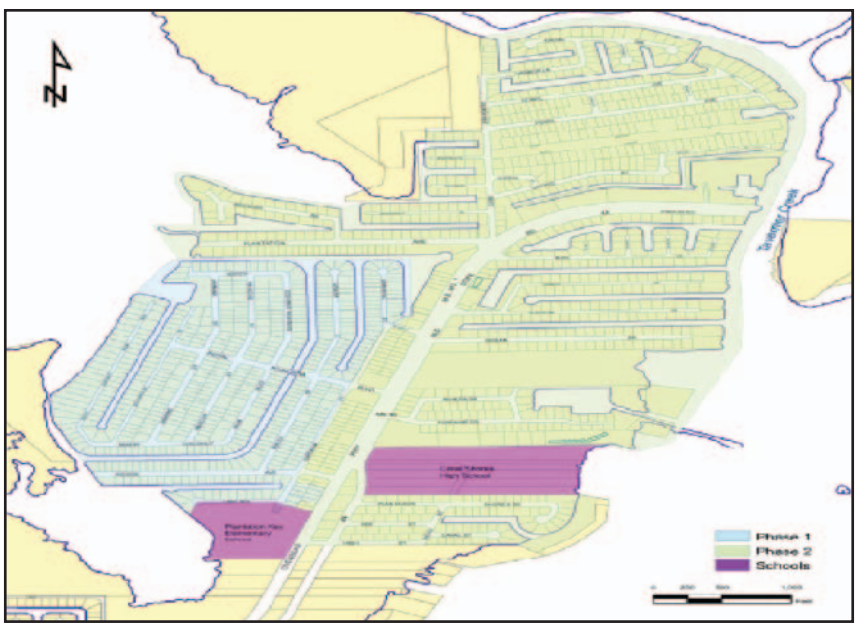

NOTICE OF HEARING TO REIMPOSE AND PROVIDE FOR COLLECTION OF ASSESSMENTS FOR WASTEWATER COLLECTION AND TREATMENT FACILITIES FOR NORTH PLANTATION KEY AND NORTH PLANTATION KEY SUPPLEMENTAL

Notice is hereby given that the Village Council of Islamorada, Village of Islands, will conduct a public hearing to consider reimposing assessments for the Fiscal Year beginning October 1, 2026, against certain properties located within the North Plantation Key Assessment Area and the North Plantation Key Supplemental Assessment Area, as shown above, to fund Wastewater Collection and Treatment Facilities provided to such properties and to authorize collection of such assessments on the tax bill.

The public hearing will be held at 5:30 p.m. or as soon thereafter as possible on August 20, 2026, at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Village Council within twenty (20) calendar days of the date of this notice. If a person decides to appeal any decision made by the Village Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Village Clerk at (305) 664-6412, at least seven (7) days prior to the date of the hearing.

The total annual assessment revenue to be collected within the Village of Islamorada for the upcoming fiscal year for the North Plantation Key Assessment Area is $371,000 and for the North Plantation Key Supplemental Assessment Area is estimated to be $2,400.

The maximum annual rate of assessment for the North Plantation Key Assessment Area for the upcoming fiscal year commencing on October 1, 2026, and future fiscal years shall be $106.96 per EDU and a maximum annual rate of assessment of $340.55 per Connection.

The original rules established for the North Plantation Key Assessment Area assigned one equivalent dwelling unit (EDU) to each single-family tax parcel and 0.8 EDUs to each multi-family dwelling unit. In 2009, the Village Council decided to provide for a uniform set of rules for the calculation of wastewater assessments throughout the Village. The uniform rules assign one (1) EDU to each single-family dwelling unit and one (1) EDU to each multi-family dwelling unit. The application of the uniform rules to the North Plantation Key Assessment Area produces supplemental assessment amounts for affected properties. The supplemental assessment for each affected parcel of property is based upon the number of additional EDUs attributable to the property based on the uniform rules (one (1) EDU for every additional single family dwelling unit and 0.2 EDUs for each multi-family dwelling unit). The annual assessment will include your share of the principal, interest, and collection costs. The maximum annual assessment is estimated to be $132.00 per EDU (which equals $26.40 for each multi-family dwelling unit and $132.00 for each additional single family dwelling unit) for Fiscal Year 2026-27 and future fiscal years.

Copies of the Assessment Ordinance (Ordinance No. 05-16), the Initial Assessment Resolution (Resolution No. 05-08-42), the Initial Assessment Resolution (Resolution No. 09-08-68), the Final Assessment Resolution (Resolution No. 05-09-49), the Final Assessment Resolution (Resolution No. 09-09-77), the Annual Rate Resolutions initiating the annual process of updating the Assessment Rolls and reimposing the Assessments, and the updated Assessment Rolls for the upcoming Fiscal Year are available for inspection at the Village Clerk's office, located at 86800 Overseas Highway, Islamorada, Florida. If you have any questions, please contact the Village at (305) 664-6446, Monday through Friday between 8:00 a.m. and 5:00 p.m.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2026, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

VILLAGE COUNCIL OF
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

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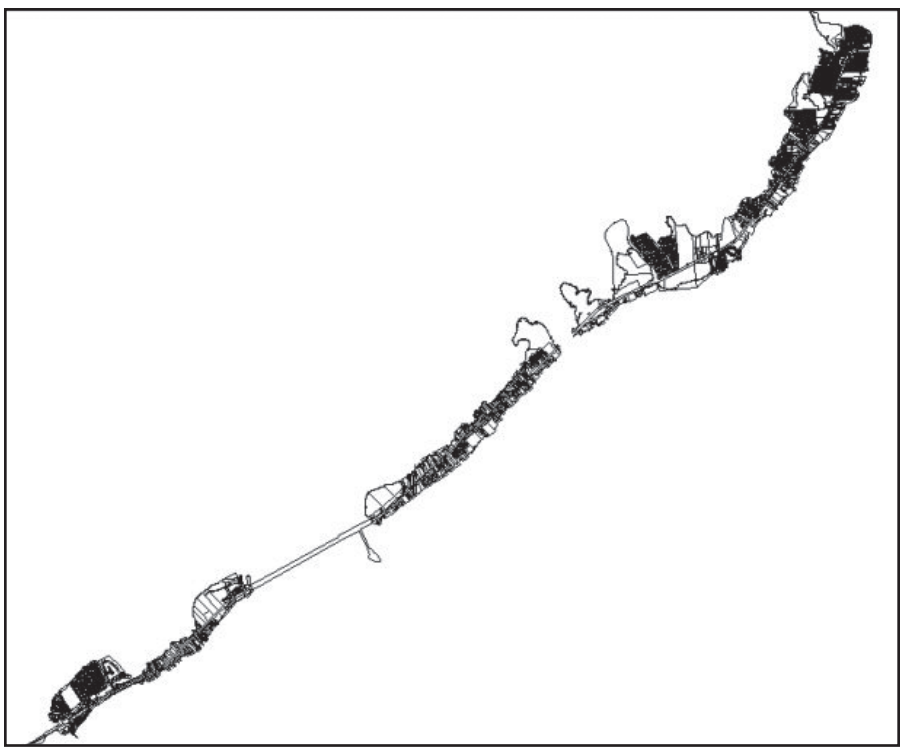

NOTICE OF HEARING TO REIMPOSE AND PROVIDE FOR COLLECTION OF SOLID WASTE SERVICE SPECIAL ASSESSMENTS

Notice is hereby given that the Village Council of Islamorada, Village of Islands, will conduct a public hearing to consider reimposing solid waste service assessments for the Fiscal Year beginning October 1, 2026, against certain improved residential properties located within the incorporated area of the Village, to fund the cost of solid waste collection and disposal services, facilities and programs provided to such properties and to authorize collection of such assessments on the tax bill.

The public hearing will be held at 5:30 p.m. on August 20, 2026, at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Village Council within 20 calendar days of the date of this notice. If a person decides to appeal any decision made by the Village Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Village Clerk at (305) 664-6412, at least seven (7) days prior to the date of the hearing.

The total annual solid waste assessment revenue to be collected within the Village of Islamorada for the upcoming fiscal year is estimated to be $2,464,000. The rate of assessment for the upcoming fiscal year shall be $550.00 per Dwelling Unit. The maximum rate of assessment that can be imposed in the fiscal year commencing October 1, 2026 and future fiscal years shall be $550.00 per Dwelling Unit. Copies of the Solid Waste Service Assessment Ordinance (Ordinance No. 99-11), the Initial Assessment Resolution (Resolution No. 99-08-39), the Final Assessment Resolution (Resolution No. 99-09-49), the Preliminary Rate Resolution initiating the annual process of updating the Assessment Roll and reimposing the Solid Waste Service Assessments, and the updated Assessment Roll for the upcoming fiscal year are available for inspection at the Village Clerk's office, located at 86800 Overseas Highway, Islamorada, Florida.

If you have any questions, please contact the Village at (305) 664-6446, Monday through Friday between 8:00 a.m. and 5:00 p.m.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2026, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

VILLAGE COUNCIL OF
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

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APPENDIX B

FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Mayor of the Village Council of Islamorada, Village of Islands, Florida (the "Village"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for wastewater collection and treatment facilities (the "Non-Ad Valorem Assessment Roll") for North Plantation Key is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Monroe County Tax Collector by September 15, 2026.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Monroe County Tax Collector and made part of the above-described Non-Ad Valorem Assessment Roll this _____ day of _____, 2026.

By:_____
Don Horton, Mayor

[to be delivered to the Monroe County Tax Collector prior to September 15, 2026]

Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: August 20, 2026
SUBJECT: **Resolution Approving FY 26-27 North Plantation Key Supplemental Wastewater Non-Ad Valorem Assessment Rate and Roll TAB 13**

Background:
On August 23, 2005, the Village Council adopted Ordinance No. 05-16 thereby authorizing the creation of Assessment Areas and authorizing the imposition of Assessments to fund related local capital improvements.

In September 2009, pursuant to this Assessment Ordinance, the Village Council adopted Resolution No. 09-08-68 (the "Initial Assessment Resolution") and Resolution No. 09-09-77 (the "Final Assessment Resolution"), thereby levying a supplemental special assessment program for North Plantation Key parcels based on assessment rule changes as follows:
- Multifamily dwelling units and residential condos that were previously assessed for 0.8 EDU received a supplemental assessment of 0.2 Equivalent Dwelling Unit ("EDU");
- Single family residential properties with more than one (1) dwelling unit on the parcel received a supplemental assessment of 1.0 EDU for each additional dwelling unit.

These changes made the North Plantation Key assessment program consistent with the assessments for the remainder of the Village's wastewater service areas at that time.

The Assessment Ordinance requires that the Village hold a public hearing to annually adopt an Annual Assessment Resolution for each subsequent fiscal year. This Annual Assessment Resolution establishes the rate of the assessments, approves the assessment roll, and directs and authorizes the method of collection.

Analysis:
The attached Annual Assessment Resolution for the North Plantation Key Supplemental Assessment Area for Fiscal Year 2026-2027 is the seventeenth year of the 26-year assessment. In accordance with the Assessment Ordinance, a notice of the public hearing scheduled for August 20, 2026, was published in *The Key West Citizen* on July 30, 2026. This public hearing is being held to allow citizen comment prior to the final adoption of the Annual Assessment Resolution and assessment roll.

Budget Impact:
The proposed Annual Assessment Resolution for Fiscal Year 2026-2027 would continue the current annual rates for the North Plantation Key Supplemental assessment program. The maximum annual rate is $27.00 per 0.2 EDUs for Multifamily Dwelling Units and a maximum annual rate of $132.00 per EDU for Multiple Single-Family Dwelling Unit Parcels. The North

Plantation Key Supplemental assessment is estimated to generate revenue in the amount of $2,400.00 in Fiscal Year 2026-2027. The funds generated by this assessment are used to pay debt service obligations on debt incurred to fund construction of the North Plantation Key wastewater collection and treatment system.

Staff Impact:
The assessment program would be administered by the Village staff with the assistance of its assessment consultant, Accenture LLP.

Recommendation:
It is recommended that the Village Council adopt the Annual Assessment Resolution for the North Plantation Key Supplemental Assessment Area for an assessment beginning October 1, 2026 through September 30, 2027. The assessments would appear on the November 2026 real estate tax bills.

Attachments: 1. FY26-27 NPK Supplemental

RESOLUTION NO. 26-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE CONSTRUCTION AND FUNDING OF WASTEWATER COLLECTION AND TREATMENT FACILITIES WITHIN THE NORTH PLANTATION KEY SUPPLEMENTAL ASSESSMENT AREA; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on August 23, 2005, the Village Council ("Council") of Islamorada, Village of Islands, Florida (the "Village"), enacted Ordinance No. 05-16 (the "Ordinance"), to provide for the creation of assessment areas and authorize the imposition of special assessments to fund the construction of local improvements to serve the property located therein; and

WHEREAS, on August 20, 2009, the Village Council adopted Resolution No. 09-08-68, the North Plantation Key Supplemental Initial Assessment Resolution (the "Initial Assessment Resolution"), thereby proposing creation of the North Plantation Key Supplemental Assessment Area consisting of all Multifamily Property within the North Plantation Key Assessment Area and all Multiple Single Family Dwelling Unit Parcels within the North Plantation Key Assessment Area, describing the method of assessing the cost of Wastewater Collection and Treatment Facilities against the real property specially benefited thereby, and directing the preparation of the preliminary Assessment Roll and the provision of notices required by the Ordinance; and

WHEREAS, on September 14, 2009, the Village Council adopted Resolution No. 09-09-77, the North Plantation Key Supplemental Final Assessment Resolution (the "Final Assessment Resolution"), thereby confirming the creation of the North Plantation Key Supplemental

Assessment Area, imposing supplemental special assessments, approving the Assessment Roll and providing for collection of the assessments within the Supplemental Assessment Area; and

WHEREAS, pursuant to the provisions of the Ordinance, the Village is required to adopt an Annual Assessment Resolution for each fiscal year to approve the assessment rolls for such fiscal year; and

WHEREAS, this Resolution shall serve as the Annual Assessment Resolution for the Fiscal Year 2026-2027; and

WHEREAS, properties within the North Plantation Key Supplemental Assessment Area will accordingly be subject to the previously established assessment amount imposed to fund the Wastewater Collection and Treatment Facilities in the North Plantation Key Supplemental Assessment Area; and

WHEREAS, the Assessment Roll has been filed with the office of the Village Manager, as required by the Ordinance; and

WHEREAS, a notice of a public hearing was published which provides notice to all interested persons of an opportunity to be heard; the proof of publication is attached hereto as Appendix A; and

WHEREAS, a public hearing was held on August 20, 2026 to consider comments and objections of all interested persons.

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

Section 1. Authority. This Resolution is adopted pursuant to the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution, Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

Section 2. Definitions. This Resolution is the Annual Assessment Resolution for the Fiscal Year 2026-2027 as defined in the Ordinance. All capitalized terms in this Resolution shall have the meanings defined in the Ordinance, the Initial Assessment Resolution, and the Final Assessment Resolution.

Section 3. Annual Assessments to Fund Wastewater Treatment and Collection Facilities.

(A) The Tax Parcels described in the Assessment Roll are hereby found to be specially benefited by construction of the Wastewater Collection and Treatment Facilities in the amount of the maximum annual Assessment set forth in the Assessment Roll. The methodology for computing annual Assessments described in the Initial Assessment Resolution, as amended by the Final Assessment Resolution, is hereby approved.

(B) For the Fiscal Year beginning October 1, 2026, Annual Assessments computed in the manner described in the Initial Assessment Resolution, as amended, are hereby levied and reimposed on all Tax Parcels described in the Assessment Roll at a maximum annual rate of $27.00 per 0.2 Equivalent Dwelling Units ("EDU") for Multifamily Dwelling Units and a maximum annual rate of $132.00 per EDU for Multiple Single Family Dwelling Unit Parcels for a period not to exceed twenty-six (26) years, commencing in November 2009.

Section 4. Approval of Assessment Roll. The Assessment Roll for the North Plantation Key Supplemental Assessment Area, currently on file with the Village Manager and incorporated herein by reference, is hereby approved.

Section 5. Assessment Liens.

(A) The Assessments shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the Council of the Annual Assessment Resolution and shall attach to the property included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

(B) As to any Tax Parcel that is acquired by a public entity through condemnation, negotiated sale or otherwise prior to adoption of the next Annual Assessment Resolution, the Adjusted Prepayment Amount shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the Council of the Annual Assessment Resolution and shall attach to the property included on the Assessment Roll upon adoption of the Annual Assessment Resolution.

Section 6. Collection of Assessments. The Assessments shall be collected pursuant to the Uniform Assessment Collection Act. Upon adoption of the Annual Assessment Resolution, the Village Manager shall cause the certification and delivery of the Assessment Roll to the Tax Collector by September 15, 2026, in the manner prescribed by the Uniform Assessment Collection

Act. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix B.

Section 7. Severability. If any clause, section, or other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or application of this Resolution.

Section 8. Effective Date. This Resolution shall take effect immediately upon its adoption.

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Motion to adopt by _____, seconded 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 20TH DAY OF AUGUST 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 ONLY

_____
JOHN J. QUICK, VILLAGE ATTORNEY

APPENDIX A

PROOF OF PUBLICATION

KEYS CITIZEN KeysNews.com
Many Islands One Voice
The Florida Keys Only Daily Newspaper, Est. 1876
PO Box 1800, Key West FL 33041
P: (941) 206-1025 F: (305) 294-0768
legals@keysnews.com

ISLAMORADA VILLAGE OF ISLANDS
86800 OVERSEAS HWY
ISLAMORADA FL 33036-3162

Account: 421294 Ticket: 3994010

PUBLISHER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MONROE

[legal.text]

Before the undersigned authority personally appeared

_____Amber Douglas_____, who on oath says that he or she is

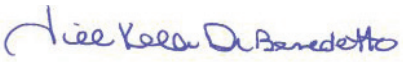
The legal advertising representative of the Key West Citizen, a five day newspaper published in Key West, in Monroe County, Florida; that the attached copy of advertisment, being a legal notice in the matter of was published in said newspaper in the issues of:

Thursday, July 30, 2026

Affiant further says that the Key West Citizen is a newspaper published in Key West, in said Monroe County, Florida and that the said newspapers has heretofore been continuously published in said Monroe County, Florida Tuesday thru Saturday weekly, and has been entered as periodicals matter at the post office in Key West, in said Monroe County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

(Signature of Affiant)

Affirmed and subscribed before me this 30th day of July 2026



(Notary Public Signature)

_____Jill Kelli Di Benedetto_____
(Notary Public Printed Name)

My commission expires _____8/19/2027_____

Personally Known _X_ Produced Identification ___
Type of Identification Produced _____ (Notary Seal)_____

Marathon names Lt. Shana J. Rogers new Fire Chief

STAFF REPORT

The City of Marathon has announced Lt. Shana J. Rogers has accepted the role of Marathon Fire Rescue Chief.

Rogers, who has been with MFR for more than 21 years, becomes the first female Fire Chief in Marathon and the Florida Keys. She joins a growing list of women throughout the state and the nation taking over the role, according to the Florida Fire Chiefs' Association.

"One of the greatest advantages of being promoted from within is the opportunity to build on relationships that have already been established," Rogers said. "We know one another's strengths, we've faced challenges together, and we've earned each other's trust. That foundation creates continuity, strengthens teamwork, and allows us to focus on moving the department forward from day one."

Rogers

She shares the credit for her promotion with those she has work with during the past two decades.

"I also have the honor and privilege of serving an organization that provides an extraordinary level of fire and emergency medical services to the residents and visitors of Marathon. I am fortunate to work alongside an exceptional team of dedicated professionals whose commitment to excellence is evident every day.

"With the continued support of our city leadership and staff, I believe we are well-positioned to continue strengthening our organization and the exceptional service we provide."

In taking the position, Rogers is focusing on the continued advancement of the department and its employees to the benefit of the Marathon community.

"I'd like to continue the forward movement of the department — ensuring we are always up-to-date with the latest skills and technology and that we are trained to exceed the expectations of our community and those who rely on us when they are in need," Rogers said. "I am also grateful for the increasing recognition of the impact this profession can have on the mental well-being of firefighters. I intend to support the use of every available resource, including those provided through our department, to help ensure our personnel are well cared for and that they continue to look after one another, both on and off duty."

Rogers received her bachelor's degree in nutrition from the University of Florida, and her master's degree in social work, with a focus on mental health, from Barry University.

She had planned a career in medicine but discovered the Fire Service through friends, she said. In it, she found her calling.

"It combines the opportunity to help people with a profession that is dynamic, challenging, and is never the same from one day to the next," Rogers said. "The teamwork and problem-solving, along with the excitement and adrenaline that come with the job, made it clear to me that Fire Rescue was exactly where I belonged."

Rogers said one of the biggest challenges her department faces is staffing.

"There's no easy solution," she said. "I do, however, understand the importance of balancing the needs of the department alongside an understanding of city priorities and resource constraints. This delicate balance is required to ensure we approach each challenge responsibly without losing momentum. Maintaining open lines of communication with our personnel, the City Council, and the wider Marathon community is one of the best ways I know how to work through these types of challenges."

ashley.rodriguez@keysnews.com

NOTICE

A summary of the Florida Keys Aqueduct Authority's proposed annual budget for the fiscal year ending September 30, 2027 is presented below. This proposed budget was presented at two public hearings on June 2 and July 7. Our final hearing will be held on August 4, 2026. The Authority's board must adopt a budget at least thirty days before the beginning of its fiscal year (October 1). The complete budget can be found on the Authority's website, www.fkaa.com, under the August 4, 2026 budget public hearing agenda.

Florida Keys Aqueduct Authority
Proposed Summary Budget

For the fiscal year ending September 30, 2027

	2026 Budget	Proposed 2027 budget
Utility operating revenue	$ 109,427,000	**$ 119,535,000**
Interest income	1,000,000	**1,000,000**
System development fees and other income	2,940,000	**2,940,000**
Special assessments or appropriations	18,500,000	**27,481,500**
Proceeds from issuance of debt, net of issue costs	35,947,500	**10,486,000**
Total budgeted sources of funds	167,814,500	**161,442,500**
Total budgeted uses of funds		
Operating expenses (excluding depreciation)	87,858,446	**91,559,838**
Capital improvement projects	82,250,000	**64,850,000**
Debt service	15,611,102	**17,985,944**
Total budgeted uses of funds	185,719,548	**174,395,782**
Excess sources available for reserves and other uses	(17,905,048)	**(12,953,282)**
Estimated beginning cash and investments	49,287,435	**105,266,514**
Proceed change in actual cash and investments	$ 73,884,127	
Estimated ending cash and investments	$ 105,266,514	**$ 92,313,232**

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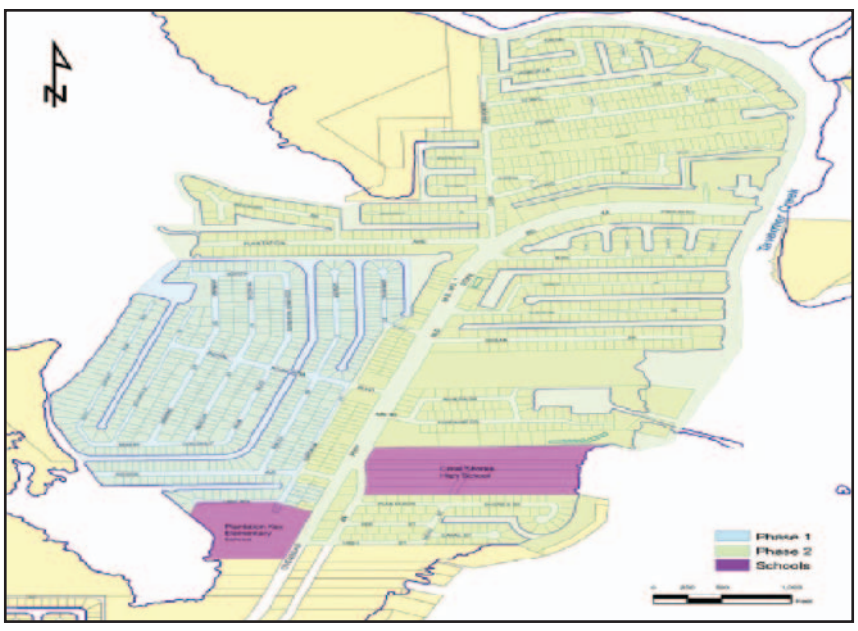

NOTICE OF HEARING TO REIMPOSE AND PROVIDE FOR COLLECTION OF ASSESSMENTS FOR WASTEWATER COLLECTION AND TREATMENT FACILITIES FOR NORTH PLANTATION KEY AND NORTH PLANTATION KEY SUPPLEMENTAL

Notice is hereby given that the Village Council of Islamorada, Village of Islands, will conduct a public hearing to consider reimposing assessments for the Fiscal Year beginning October 1, 2026, against certain properties located within the North Plantation Key Assessment Area and the North Plantation Key Supplemental Assessment Area, as shown above, to fund Wastewater Collection and Treatment Facilities provided to such properties and to authorize collection of such assessments on the tax bill.

The public hearing will be held at 5:30 p.m. or as soon thereafter as possible on August 20, 2026, at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Village Council within twenty (20) calendar days of the date of this notice. If a person decides to appeal any decision made by the Village Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Village Clerk at (305) 664-6412, at least seven (7) days prior to the date of the hearing.

The total annual assessment revenue to be collected within the Village of Islamorada for the upcoming fiscal year for the North Plantation Key Assessment Area is $371,000 and for the North Plantation Key Supplemental Assessment Area is estimated to be $2,400.

The maximum annual rate of assessment for the North Plantation Key Assessment Area for the upcoming fiscal year commencing on October 1, 2026, and future fiscal years shall be $106.96 per EDU and a maximum annual rate of assessment of $340.55 per Connection.

The original rules established for the North Plantation Key Assessment Area assigned one equivalent dwelling unit (EDU) to each single-family tax parcel and 0.8 EDUs to each multi-family dwelling unit. In 2009, the Village Council decided to provide for a uniform set of rules for the calculation of wastewater assessments throughout the Village. The uniform rules assign one (1) EDU to each single-family dwelling unit and one (1) EDU to each multi-family dwelling unit. The application of the uniform rules to the North Plantation Key Assessment Area produces supplemental assessment amounts for affected properties. The supplemental assessment for each affected parcel of property is based upon the number of additional EDUs attributable to the property based on the uniform rules (one (1) EDU for every additional single family dwelling unit and 0.2 EDUs for each multi-family dwelling unit). The annual assessment will include your share of the principal, interest, and collection costs. The maximum annual assessment is estimated to be $132.00 per EDU (which equals $26.40 for each multi-family dwelling unit and $132.00 for each additional single family dwelling unit) for Fiscal Year 2026-27 and future fiscal years.

Copies of the Assessment Ordinance (Ordinance No. 05-16), the Initial Assessment Resolution (Resolution No. 05-08-42), the Initial Assessment Resolution (Resolution No. 09-08-68), the Final Assessment Resolution (Resolution No. 05-09-49), the Final Assessment Resolution (Resolution No. 09-09-77), the Annual Rate Resolutions initiating the annual process of updating the Assessment Rolls and reimposing the Assessments, and the updated Assessment Rolls for the upcoming Fiscal Year are available for inspection at the Village Clerk's office, located at 86800 Overseas Highway, Islamorada, Florida. If you have any questions, please contact the Village at (305) 664-6446, Monday through Friday between 8:00 a.m. and 5:00 p.m.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2026, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

VILLAGE COUNCIL OF
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

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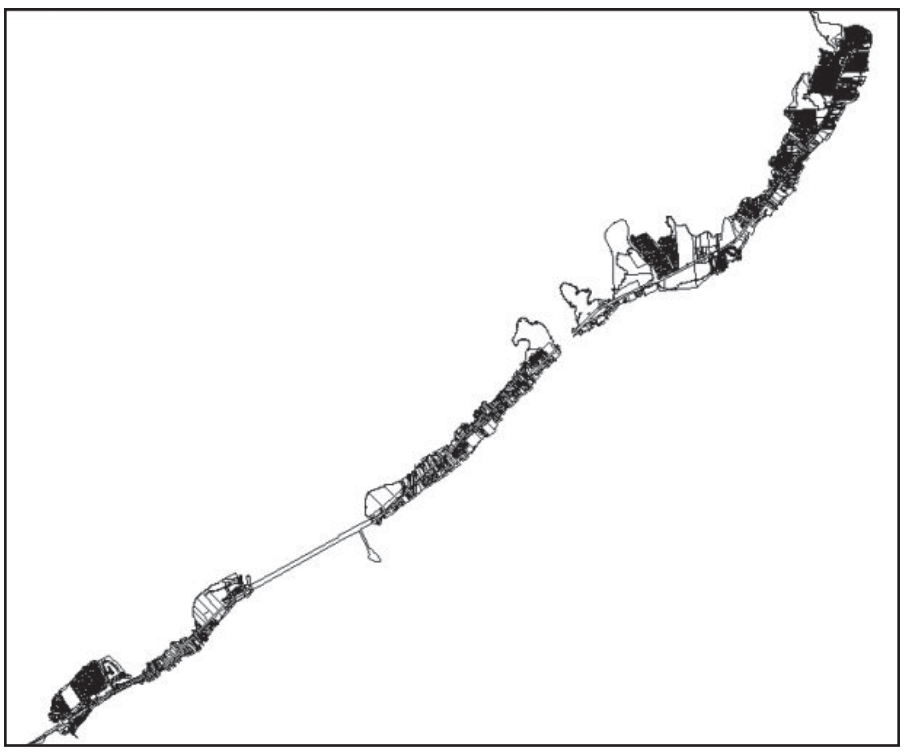


NOTICE OF HEARING TO REIMPOSE AND PROVIDE FOR COLLECTION OF SOLID WASTE SERVICE SPECIAL ASSESSMENTS

Notice is hereby given that the Village Council of Islamorada, Village of Islands, will conduct a public hearing to consider reimposing solid waste service assessments for the Fiscal Year beginning October 1, 2026, against certain improved residential properties located within the incorporated area of the Village, to fund the cost of solid waste collection and disposal services, facilities and programs provided to such properties and to authorize collection of such assessments on the tax bill.

The public hearing will be held at 5:30 p.m. on August 20, 2026, at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Village Council within 20 calendar days of the date of this notice. If a person decides to appeal any decision made by the Village Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Village Clerk at (305) 664-6412, at least seven (7) days prior to the date of the hearing.

The total annual solid waste assessment revenue to be collected within the Village of Islamorada for the upcoming fiscal year is estimated to be $2,464,000. The rate of assessment for the upcoming fiscal year shall be $550.00 per Dwelling Unit. The maximum rate of assessment that can be imposed in the fiscal year commencing October 1, 2026 and future fiscal years shall be $550.00 per Dwelling Unit. Copies of the Solid Waste Service Assessment Ordinance (Ordinance No. 99-11), the Initial Assessment Resolution (Resolution No. 99-08-39), the Final Assessment Resolution (Resolution No. 99-09-49), the Preliminary Rate Resolution initiating the annual process of updating the Assessment Roll and reimposing the Solid Waste Service Assessments, and the updated Assessment Roll for the upcoming fiscal year are available for inspection at the Village Clerk's office, located at 86800 Overseas Highway, Islamorada, Florida.

If you have any questions, please contact the Village at (305) 664-6446, Monday through Friday between 8:00 a.m. and 5:00 p.m.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2026, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

VILLAGE COUNCIL OF
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

adno=3994010-1

APPENDIX B

FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Mayor of the Village Council of Islamorada, Village of Islands, Florida (the "Village"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for wastewater collection and treatment facilities (the "Non-Ad Valorem Assessment Roll") for North Plantation Key Supplemental is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Monroe County Tax Collector by September 15, 2026.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Monroe County Tax Collector and made part of the above-described Non-Ad Valorem Assessment Roll this _____ day of _____, 2026.

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By:_____
Don Horton, Mayor

[to be delivered to Monroe County Tax Collector prior to September 15, 2026]

Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: August 20, 2026
SUBJECT: **Resolution Approving the FY 26-27 North Plantation Key Woods Corner Wastewater Non-Ad Valorem Assessment Rate and Roll TAB 14**

Background:
On August 23, 2005, the Village Council adopted Ordinance No. 05-16 (the "Assessment Ordinance"), thereby authorizing the creation of assessment areas and authorizing the imposition of special assessments to fund the construction of local improvements and related services.

On July 10, 2008, pursuant to the Assessment Ordinance, the Village Council adopted Resolution No. 08-07-41 (the Initial Assessment Resolution") and on August 7, 2008, the Village Council adopted Resolution No. 08-08-49 (the Final Assessment Resolution"), thereby creating the Woods Corner Assessment Area and levying special assessments to fund and defer the connection fees and administrative costs of access to wastewater collection service for properties within the Woods Corner Assessment Area.

On September 9, 2010, the Village Council adopted Resolution No. 10-09-61, which amended the definition of Connection as set forth in the Initial Assessment Resolution and adjusted the Connection assigned to each parcel to 0.125.

The Assessment Ordinance requires that the Village hold a public hearing to adopt an Annual Assessment Resolution for each subsequent fiscal year. This Annual Assessment Resolution establishes the rate of the assessments, approves the assessment roll, and directs and authorizes the method of collection.

Analysis:
The proposed Annual Rate Resolution for Woods Corner Assessment Area for Fiscal Year 2026-2027 is the nineteenth year of the thirty (30) year assessment period. In accordance with the Assessment Ordinance, a notice of the public hearing scheduled for August 20, 2026, was published in *The Key West Citizen* on July 30, 2026. This public hearing is being held to allow citizen comment prior to the final adoption of the Annual Assessment Resolution and assessment roll for FY 2026-2027.

Budget Impact:
The proposed Annual Assessment Resolution would continue the current annual rates for Woods Corner wastewater improvements at $263.00 per Equivalent Dwelling Unit ("EDU"), with a maximum annual rate of $842.00 per Connection or $105.25 per each 0.125

Connection. The Woods Corner wastewater assessment is estimated to generate revenue in the amount of $5,600.00in Fiscal Year 2026-2027. The funds generated by this assessment will be used to pay debt service obligations on debt incurred to fund construction of the North Plantation Key wastewater collection and treatment system which services the Woods Corner Assessment Area.

Staff Impact:
The assessment program would be administered by the Village staff with the assistance of outside consultants.

Recommendation:
It is recommended that the Village Council adopt the Annual Assessment Resolution for the Woods Corner Assessment Area for an assessment beginning October 1, 2026 through September 30, 2027. The assessments would appear on the November 2026 real estate tax bills.

Attachments: 1. FY26-27 Woods Corner

RESOLUTION NO. 26-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE COLLECTION OF WASTEWATER FEES AND ADMINISTRATIVE COSTS WITHIN THE WOODS CORNER ASSESSMENT AREA; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on August 23, 2005, the Village Council ("Council") of Islamorada, Village of Islands, Florida, (the "Village") enacted Ordinance No. 05-16 (the "Ordinance"), providing for the creation of assessment areas and authorizing the imposition of special assessments to fund the construction of local improvements to serve the property located therein; and

WHEREAS, on July 10, 2008, the Council adopted Resolution No. 08-07-41 (the "Initial Assessment Resolution") for Woods Corner Connection Fees and Administrative Costs, thereby proposing the creation of the Woods Corner Assessment Area and describing the method of assessing and deferring the cost of Wastewater Connection Fees and Administrative Costs against the real property that will be specially benefited thereby and directing preparation of the preliminary Assessment Roll and provision of the notices required by the Ordinance; and

WHEREAS, on August 7, 2008, the Council adopted Resolution No. 08-08-49, (the "Final Assessment Resolution"), thereby confirming the creation of the Woods Corner Assessment Area, imposing special assessments, approving the assessment roll and providing for collection of the assessments in the Woods Corner Assessment Area; and

WHEREAS, on September 9, 2010, the Council adopted Resolution No. 10-09-61, which amended the definition of "Connection" set forth in the Initial Assessment Resolution and adjusted the Connection assigned to each parcel to 0.125; and

WHEREAS, the Council desires to reimpose the Assessment for Wastewater Connection Fees and Administrative Costs within the Woods Corner Assessment Area using the tax bill collection method for the Fiscal Year beginning October 1, 2026 through September 30, 2027; and

WHEREAS, pursuant to the provisions of the Ordinance, the Village is required to adopt an Annual Assessment Resolution each fiscal year to approve the assessment rolls for such fiscal year; and

WHEREAS, properties in the Woods Corner Assessment Area will accordingly be subject to the previously established Assessment imposed to fund the Woods Corner Connection Fees and Administrative Costs; and

WHEREAS, the Assessment Roll has heretofore been filed with the office of the Village Manager, as required by the Ordinance; and

WHEREAS, as required by the terms of the Ordinance, a notice of a public hearing was provided, and the proof of publication is attached hereto as Appendix A; and

WHEREAS, a public hearing was held on August 20, 2026, to consider and hear comments and objections of all interested persons as required by the terms of the Ordinance.

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

Section 1. Authority. This Resolution is adopted pursuant to the Ordinance, the Initial Assessment Resolution (as amended), the Final Assessment Resolution, Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law,

Section 2. Definitions. This Resolution constitutes the Annual Assessment Resolution as defined in the Ordinance. All Capitalized terms in this resolution shall have the meanings defined in the Ordinance, the Initial Assessment Resolution and the Final Assessment Resolutions, as amended.

Section 3. Reimposition of Annual Assessments to Fund Wastewater Connection Fees and Administrative Costs.

(A) The Tax Parcels described in the Assessment Roll are hereby found to be specially benefited by funding and allowing deferred payment of the Wastewater Connection Fees and Administrative Costs in the amount of the maximum annual Assessment set forth in the Assessment Roll.

(B) Annual Assessments computed in the manner described in the Initial Assessment Resolution, as amended, are hereby adjusted, levied and imposed on all Tax Parcels described in the Assessment Roll at a maximum annual rate of $263.00 per Equivalent Dwelling Unit ("EDU"), and a maximum annual rate of $842.00 per Connection or $105.25 per each 0.125 Connection for a period not to exceed thirty (30) years, commencing in November 2008.

Section 4. Approval of Assessment Roll. The Assessment Roll for the Woods Corner Assessment Area, currently on file with the Village Manager and incorporated herein by reference, is hereby approved.

Section 5. Assessment Liens.

(A) The Assessments shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the Council of the Annual Assessment Resolution and shall attach to the property included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

(B) As to any Tax Parcel that is acquired by a public entity through condemnation, negotiated sale or otherwise prior to adoption of the next Annual Assessment Resolution, the Adjusted Prepayment Amount shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the Council of the Annual Assessment Resolution and shall attach to the property included on the Assessment Roll upon adoption of the Annual Assessment Resolution.

Section 6. Collection of Assessments. The Assessments shall be collected pursuant to the Uniform Assessment Collection Act. Upon adoption of the Annual Assessment Resolution for each Fiscal Year, the Village Manager shall cause the certification and delivery of the Assessment Roll to the Tax Collector by September 15, 2026, in the manner prescribed by the Uniform Assessment Collection Act. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix B.

Section 7. Effect of Adoption of Resolution. The adoption of this Annual Assessment Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the method of apportionment, the rate of assessment, the Assessment Roll, and the levy and lien of the Assessments for Wastewater Connection Fess and Administrative Costs) unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within twenty (20) days from the adoption date of this Annual Assessment Resolution.

Section 8. Severability. If any clause, section, or other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or application of this Resolution.

Section 9. Effective Date. This Resolution shall take effect immediately upon its adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

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

PASSED AND ADOPTED ON THIS 20TH DAY OF AUGUST 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 ONLY

_____
JOHN J. QUICK, VILLAGE ATTORNEY

APPENDIX A

PROOF OF PUBLICATION

KEYS CITIZEN KeysNews.com
Many Islands One Voice
The Florida Keys Only Daily Newspaper, Est. 1876
PO Box 1800, Key West FL 33041
P: (941) 206-1025 F: (305) 294-0768
legals@keysnews.com

ISLAMORADA VILLAGE OF ISLANDS
86800 OVERSEAS HWY
ISLAMORADA FL 33036-3162

Account: 421294 Ticket: 3994009

PUBLISHER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MONROE

[legal.text]

Before the undersigned authority personally appeared

_____Amber Douglas_____, who on oath says that he or she is

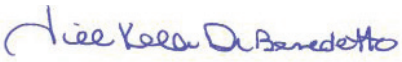
The legal advertising representative of the Key West Citizen, a five day newspaper published in Key West, in Monroe County, Florida; that the attached copy of advertisment, being a legal notice in the matter of was published in said newspaper in the issues of:

Thursday, July 30, 2026

Affiant further says that the Key West Citizen is a newspaper published in Key West, in said Monroe County, Florida and that the said newspapers has heretofore been continuously published in said Monroe County, Florida Tuesday thru Saturday weekly, and has been entered as periodicals matter at the post office in Key West, in said Monroe County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

(Signature of Affiant)

Affirmed and subscribed before me this 30th day of July 2026



(Notary Public Signature)

_____Jill Kelli Di Benedetto_____
(Notary Public Printed Name)

My commission expires _____8/19/2027_____

Personally Known _X_ Produced Identification ___
Type of Identification Produced _____ (Notary Seal)_____

Massicotte/
from A4

being forced to leave.

Every decision the Commission makes should ask one simple question: Does this make it easier or harder for someone live in Key West?

Preparing Key West for the future. That means getting the big, long-term decisions right. We know we're going to have to invest in roads, stormwater infrastructure, water and sewer systems, climate adaptation, public facilities, and workforce housing. The question isn't whether we do those things. It's whether we do them thoughtfully, prioritize them well, and have the discipline to follow through.

Also our biggest industry, tourism, is changing. The next generation of visitors is looking for authentic places, great food, history, arts and culture, outdoor experiences, environmental stewardship, and communities that feel genuine. That's actually good news for Key West, because those are the things that have always made us special. I don't think our future depends on attracting more visitors. I think it depends on attracting visitors who stay longer, appreciate what makes Key West unique, support local businesses, and want to come back.

What are the 3 biggest assets or attractions of Key West that keep locals living here and tourists visiting?

I think Key West's greatest asset is our authenticity and that is derived from our rich history, our culture, and our beautiful natural environment. I am a voracious consumer of Key West History the more I learn the more I appreciate how unlikely this island is. From wrecking to cigars, to the Navy, artists, writers, immigrants and multi-generational families have all left their mark on what makes this community so amazing.

Our culture is what attracts so many visitors here, which is why I was so disappointed over the last couple of years that we did not do more to protect it. This includes failing to send a letter opposing Tallahassee's restrictions on celebrating our diversity or failing to protect our rainbow crosswalks from state overreach.

One of the things I love is how so many of our festivals and events like Fantasy Fest and Songwriters Festival were not borne out of a marketing agency but were created organically by inspired locals.

And finally our environment. I am a scuba diver and have been diving in Key West waters for about 10 years. The difference in the health of our reef in that time is stark. We need to do all we can to protect our water quality. That's why I became involved in the cruise ship referendums in 2020.

I also serve on the board of Last Stand because without a healthy environment we can't attract the next generation of visitors to our island. Commissioners don't just approve budgets. We are the caretakers of this community. The decisions we make today will affect what Key West is like in 20 years and that is an enormous responsibility. It is a responsibility I will not take lightly. I will dedicate significant time and energy into serving as a commissioner, listening to residents, communicating what's going on, and making careful decisions about our future.

Tell us about your history and knowledge of Key West and how that has shaped your attitude and perspective on the community?

I'm not a conch and I will never pretend to be. Years ago I saw a plaque in a store on Duval that said, "I wasn't born here, but I got here as soon as I could" and that's exactly how I feel. I have spent a lot of time learning about our history and being very curious as to how we got to today. I love going to lectures and museum talks. I even went to an art history talk given by another candidate for commissioner because I was genuinely curious about his perspective.

And the more I learn the more I understand how Key West has evolved. Every generation has added something to making this community so unique and special. We aren't going to be able to just freeze Key West in time, but we do need to protect the things that make us One Human Family and allow it to thrive. I don't think you have to be born somewhere to love it, like so many of us have. But I do think you have a responsibility to understand it as much as you can if you're asking people to trust you to help lead it.

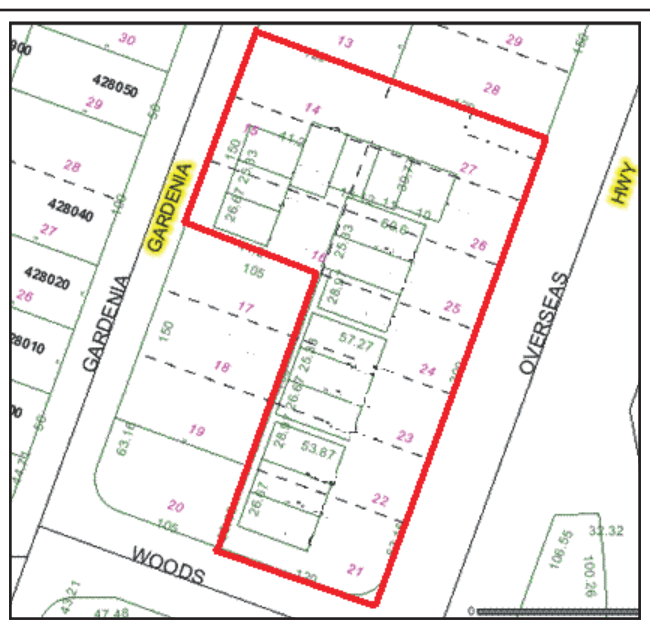
What is the most unique need and/or concern in the city's district where you live and hope to represent as a city commissioner?

When I think about District 5, and about the role of a commissioner I have three priorities in this order: public safety, quality of life for residents, and ensuring Key West remains an incredible place to visit as tourism is vital to our economy.

My neighborhood flooded during Hurricane Ian. I experienced firsthand what many of my neighbors did. It reinforced for me that investments in resiliency and infrastructure are critical to protecting our homes and keeping our neighborhoods safe. As a fiscal conservative I don't love public debt but I voted for the resiliency and infrastructure bonds because we need to protect our residents.

Another issue I want to tackle is the workforce housing lost after Hurricane Wilma more than 20 years ago in the Casa Marina Neighborhood. I don't know how that blight in that neighborhood still remains. I'm going to work to solve this issue. Rebuilding housing does not happen overnight, but I will dedicate time and energy to bring people together to figure out a path forward there. And it is for this reason that I cannot support a zoning change from residential to commercial. Once we lose land that can be used for housing, we do not get it back.

Finally tourism does not have to be in conflict with quality of life here because they are connected. People come to Key West because it's an authentic place where people actually live. That's what I experienced. If we are not protecting the things that make Key West special for residents, eventually it becomes less special for visitors too.



NOTICE OF HEARING TO REIMPOSE AND PROVIDE FOR COLLECTION OF ASSESSMENTS FOR FUNDING OF WASTEWATER CONNECTION FEES AND ADMINISTRATIVE COSTS WITHIN THE WOODS CORNER ASSESSMENT AREA

Notice is hereby given that the Village Council of Islamorada, Village of Islands, will conduct a public hearing to consider reimposing assessments for the Fiscal Year beginning October 1, 2026, against certain improved residential properties located within the Woods Corner Assessment Area as shown above, to fund Wastewater Connection Fees and Administrative Costs provided to such properties and to authorize collection of such assessments on the tax bill.

The public hearing will be held at 5:30 p.m. or as soon thereafter as possible on August 20, 2026, at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Village Council within twenty (20) calendar days of the date of this notice. If a person decides to appeal any decision made by the Village Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Village Clerk at (305) 664-6412, at least seven (7) days prior to the date of the hearing.

The total Woods Corner annual assessment revenue to be collected within the Village of Islamorada for the upcoming fiscal year is estimated to be $5,600. The maximum rate of assessment for the upcoming Fiscal Year commencing on October 1, 2026 and future Fiscal Years shall be $263.00 per EDU and a maximum rate of assessment of $842.00 per Connection. Copies of the Assessment Ordinance (Ordinance No. 05-16), the Initial Assessment Resolution (Resolution No. 08-07-41), the Final Assessment Resolution (Resolution No. 08-08-49), the Annual Rate Resolution initiating the annual process of updating the Assessment Roll and reimposing the Assessments, and the updated Assessment Roll for the upcoming fiscal year are available for inspection at the Village Clerk's office, located at 86800 Overseas Highway, Islamorada, Florida.

If you have any questions, please contact the Village at (305) 664-6446, Monday through Friday between 8:00 a.m. and 5:00 p.m.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2026, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

adno=3994010-1

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APPENDIX B

FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Mayor of Islamorada, Village of Islands, Florida or the authorized agent of Islamorada, Village of Islands, Florida (the "Village"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for Woods Corner Wastewater Connection Fees and Administrative Costs (the "Non-Ad Valorem Assessment Roll") for the Village is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Monroe County Tax Collector by September 15, 2026.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Monroe County Tax Collector and made part of the above-described Non-Ad Valorem Assessment Roll this _____ day of _____, 2026.

ISLAMORADA, VILLAGE OF ISLANDS,
FLORIDA

By:_____
Don Horton, Mayor

[to be delivered to the Monroe County Tax Collector prior to September 15, 2026]

Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: August 20, 2026
SUBJECT: **Resolution Approving FY 26-27 Remaining Service Area Phase I Wastewater Non-Ad Valorem Assessment Rate and Roll TAB 15**

Background:
On August 23, 2005, the Village Council adopted Ordinance No. 05-16 (the “Assessment Ordinance”), thereby authorizing the creation of assessment areas and authorizing the imposition of special assessments to fund the construction of local improvements.

On June 23, 2011, pursuant to the Assessment Ordinance, the Village Council adopted an Initial Assessment Resolution (Resolution No. 11-06-38) thereby creating a Wastewater Improvements Assessment Area for the remaining areas to be served by wastewater facilities within the Village (“RSA1”), excluding all properties in the previously established North Plantation Key service area. A Supplemental Initial Assessment Resolution (Resolution No. 11-07-48) was subsequently adopted on July 28, 2011, for properties that were inadvertently excluded from the preliminary assessment roll. These two resolutions together will be hereinafter referred to as the "Initial Assessment Resolution.”

Pursuant to the Assessment Ordinance, the Village Council adopted the Final Assessment Resolution (Resolution No. 11-07-47) and Supplemental Final Assessment Resolution (Resolution No. 11-08-58) on July 28, 2011 and August 25, 2011 respectively, after conducting the requisite public hearings. These two resolutions together hereinafter will be referred to as the "Final Assessment Resolution.”

The Assessment Ordinance requires that the Village hold a public hearing to annually adopt an Annual Assessment Resolution for each subsequent fiscal year. This Annual Assessment Resolution establishes the rate of the assessments, approves the assessment roll, and directs and authorizes the method of collection.

Analysis:
The proposed Annual Assessment Resolution for Fiscal Year 2026-2027 for the Phase I Wastewater Collection and Treatment Facilities is attached. This is the sixteenth year of the 25-year assessment period that commenced in November 2011. In accordance with the Assessment Ordinance, a notice of the public hearing scheduled for August 20, 2026 was published in *The Key West Citizen* on July 30, 2026. The purpose of this public hearing is to allow for citizen comment prior to final adoption of the Annual Assessment Resolution and assessment roll.

The methodology for computing annual assessments described in the Initial Assessment

Resolution, as amended, and in the Final Assessment Resolution are levied and imposed on all tax parcels described in the assessment roll at a maximum annual rate of either $256.00 per Equivalent Dwelling Unit (“EDU”) for properties with one (1) to ten (10) EDUs; or $2,560.00 per Real Estate Parcel plus $74.00 per EDU for properties greater than ten (10) EDUs for a period not to exceed 25 years, commencing in November 2011.

Budget Impact:
The proposed assessment would generate approximately $1,200,000.00 in funds to enable the Village to continue project management, engineering, design, and construction activities to provide wastewater treatment and collection facilities for the Village’s remaining service areas, excluding all of the properties in the North Plantation Key service area.

Staff Impact:
The assessment program would continue to be administered by Village staff with the assistance of the Village’s assessment consultant, Accenture LLP.

Recommendation:
It is recommended that the Village Council adopt the Annual Rate Resolution for the Phase I Wastewater Collection and Treatment Facilities in the Remaining Service Area Phase I (RSA1) Wastewater Assessment Area, for the Fiscal Year 2026-2027 beginning October 1, 2026 through September 30, 2027.

Attachments: 1. FY26-27 RSA I

RESOLUTION NO. 26-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE CONSTRUCTION OF WASTEWATER COLLECTION AND TREATMENT FACILITIES FOR THE WASTEWATER ASSESSMENT AREA WITHIN THE VILLAGE EXCLUDING THE NORTH PLANTATION KEY, WOODS CORNER, AND NORTH PLANTATION KEY SUPPLEMENTAL ASSESSMENT AREAS; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on August 23, 2005, the Village Council (the "Council") of Islamorada, Village of Islands, Florida (the "Village"), enacted Ordinance No. 05-16 (the "Ordinance") to provide for the creation of assessment areas and authorize the imposition of special assessments to fund the construction of local improvements to serve the property located therein; and

WHEREAS, pursuant to the provisions of the Ordinance, the Village is required to adopt an Annual Assessment Resolution each Fiscal Year to approve the assessment roll for such Fiscal Year; and

WHEREAS, the Assessment Roll for Fiscal Year 2026-2027 has been filed with the Office of the Village Manager, as required by the Ordinance; and

WHEREAS, notice of a public hearing has been published and mailed, if required by the terms of the Ordinance, which provides notice to all interested persons of an opportunity to be heard; the proof of publication being attached hereto as Appendix A; and

WHEREAS, a public hearing was held on August 20, 2026, and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance.

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

Section 1. Authority. This Resolution is adopted pursuant to Ordinance No. 05-16 (the "Ordinance"), the Initial Assessment Resolution (Resolution No. 11-06-38) and Supplemental Initial Assessment Resolution (Resolution No. 11-07-48) (together hereinafter referred to as the "Initial Assessment Resolution"), the Final Assessment Resolution (Resolution No. 11-07-47) and Supplemental Final Assessment Resolution (Resolution No. 11-08-58) (together hereinafter referred to as the "Final Assessment Resolution"), Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

Section 2. Definitions. This resolution is the Annual Rate Resolution as defined in the Ordinance. All capitalized terms in this Resolution shall have the meanings defined in the Ordinance, the Initial Assessment Resolution, and the Final Assessment Resolution.

Section 3. Annual Assessments.

(A) The Real Estate Parcels described in the updated Assessment Roll are hereby found to be specially benefited by construction of the Wastewater Collection and Treatment Facilities in the amount of the maximum annual Assessment set forth in the Assessment Roll.

(B) Annual Assessments computed in the manner described in the Initial Assessment Resolution, as amended, are hereby levied and imposed on all Tax Parcels described in the Assessment Roll at a maximum annual rate of either (i) $256.00 per Equivalent Dwelling Unit ("EDU") for properties with one (1) to ten (10) EDUs, or (ii) $2,560.00 per Real Estate Parcel plus $74.00 per EDU for properties greater than ten (10) EDUs for a period not to exceed twenty-five (25) years, commencing in November 2011.

Section 4. Approval of Assessment Roll. The updated Assessment Roll, which is

currently on file with the Village Manager and incorporated herein by reference, is hereby approved.

Section 5. Assessment Liens.

(A) The Assessments shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the Council of the Annual Assessment Resolution and shall attach to the property included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

(B) As to any Real Estate Parcel that is acquired by a public entity through condemnation, negotiated sale or otherwise prior to adoption of the next Annual Assessment Resolution, the Adjusted Prepayment Amount shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the Council of the Annual Assessment Resolution and shall attach to the property included on the Assessment Roll upon adoption of this Annual Assessment Resolution.

Section 6. Collection of Assessments. The Assessments shall be collected pursuant to the Uniform Assessment Collection Act. Upon adoption of this Annual Assessment Resolution, the Village Manager shall cause the certification and delivery of the Assessment Roll to the Tax Collector by September 15, 2026, in the manner prescribed by the Uniform Assessment Collection Act. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate

to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix B.

Section 7. Effect of Annual Rate Resolution. The adoption of this Annual Rate Resolution shall be the final adjudication of the issues presented herein and in the Initial Assessment Resolution (including, but not limited to, the method by which the Assessments will be computed, the Assessment Roll, the maximum annual Assessment, the levy and lien of the Assessments and the terms for prepayment of the Assessments) unless proper steps are initiated in a court of competent jurisdiction to secure relief within twenty (20) days of the date of adoption date of this Final Assessment Resolution.

Section 8. Effective Date. This resolution shall take effect immediately upon its adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

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

PASSED AND ADOPTED ON THIS 20TH DAY OF AUGUST 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 ONLY

_____
JOHN J. QUICK, VILLAGE ATTORNEY

APPENDIX A

PROOF OF PUBLICATION

KEYS CITIZEN KeysNews.com
Many Islands One Voice
The Florida Keys Only Daily Newspaper, Est. 1876
PO Box 1800, Key West FL 33041
P: (941) 206-1025 F: (305) 294-0768
legals@keysnews.com

ISLAMORADA VILLAGE OF ISLANDS
86800 OVERSEAS HWY
ISLAMORADA FL 33036-3162

Account: 421294 Ticket: 3994013

PUBLISHER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MONROE

[legal.text]

Before the undersigned authority personally appeared

_____Amber Douglas_____, who on oath says that he or she is

The legal advertising representative of the Key West Citizen, a five day newspaper published in Key West, in Monroe County, Florida; that the attached copy of advertisment, being a legal notice in the matter of was published in said newspaper in the issues of:

Thursday, July 30, 2026

Affiant further says that the Key West Citizen is a newspaper published in Key West, in said Monroe County, Florida and that the said newspapers has heretofore been continuously published in said Monroe County, Florida Tuesday thru Saturday weekly, and has been entered as periodicals matter at the post office in Key West, in said Monroe County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

(Signature of Affiant)

Affirmed and subscribed before me this 30th day of July 2026

(Notary Public Signature)

_____Jill Kelli Di Benedetto_____
(Notary Public Printed Name)

My commission expires _____8/19/2027_____

Personally Known _X_ Produced Identification ___
Type of Identification Produced _____ (Notary Seal)_____

Notary Public State of Florida
Jill Kelli Di Benedetto
My Commission HH 390294
Expires 8/19/2027

Park/from A1

would have brought the total to about $6.1 million — were set aside to expedite a smaller first phase in time for baseball season. Officials said those projects will likely be revisited later.

Coral Shores has used Founders Park's grass baseball field for practices and home games for more than two decades under interlocal and license agreements with the village. New agreements were needed after the previous deals expired, but talks stalled in January over language that threatened to jeopardize the planned upgrades.

School Board members worried the relationship with the village was shifting from a partnership to a landlord-tenant arrangement that could limit the board's ability to realize its investment. They sought protections against early termination. Village officials, however, said the School Board's preferred language would reduce village oversight and increase its financially liability.

Those differences were resolved at a July 20 workshop where both bodies negotiated face to face. School Board member Sue Woltanski pushed for a guaranteed 20-year term at the municipal field, prompting board member Mindy Cohn to propose dropping an amortization schedule that would have required the village to reimburse part of the improvements if the municipality ended the agreement early. The council, which had problems with the amortization provision, accepted the tradeoff.

"There was a give and take on both sides, but at the end of the day, I think the most important thing is the safety of the kids and getting the field right," Councilwoman Anna Richards said during Monday's council meeting.

Supporters say a synthetic surface will provide a smoother, safer playing field and reduce maintenance costs compared with the current grass field, which coaches have criticized for uneven areas that affect footing and fielding.

Though the council unanimously approved the agreement, Vice Mayor Sharon Mahoney voiced concern over a clause requiring the village and School Board to split costs if the field is damaged by the "elements."

"Element is a hurricane," Mahoney said. "And when we get one, the taxpayers of Islamorada are going to be responsible for 50% of the cost of a new field, and that's right here in the agreement. … If you guys all are OK with putting this financial burden on the taxpayers when there's a hurricane …, then I'm OK with it too. But I want to go on record saying that this is going to wallop our taxpayers one day ahead."

Woltanski said during Tuesday's School Board meeting that the final terms give the district confidence to proceed.

"I think this is a good deal for everybody. I think we can invest in that property knowing that we have 20 years there," she said.

The School Board also approved a $100,000 builder's risk insurance policy for the ball field project, which will be performed by contractor Keystar Inc.

In a symbolic gesture, the School Board and Village Council exchanged signed baseballs to mark the renewed partnership.

Award/from A1

$2,500 to apply toward tuition and fees.

The scholarship is open to degree-seeking students who demonstrate literary talent, are veterans, and/or are pursuing credentials in the fields of nursing, marine science, paramedic services, emergency medicine, law enforcement, or corrections.

One scholarship bears the name of Kermit "Shine" Forbes, Hemingway's sparring partner, and has historically been presented to a CFK-bound graduate of Key West High School. This year, HLAS presented another Kermit "Shine" Forbes Scholarship to a graduate of CFK Academy.

In addition to awarding scholarships totaling over $275,000 to date, HLAS has built the largest endowment with the CFK Foundation, solidifying their legacy at CFK and the ability to fund future scholarships for many years to come.

CFK's 2026 HLAS scholarship recipients include:

Richard Gordon
Lucas Thogode
Luis Lopez Quinones
Marie Christela Brevil
Leandro Macias Montes de Oca
Dardell Morin
Anadailin Dominguez
Sara Semran
Rachel Goodwin
Allana Hayden
Shathi Islam
Minouche Benoit
Samantha Lorenzo
Oumaima Juttie
Marie Annulysse
Heather Reinhardt

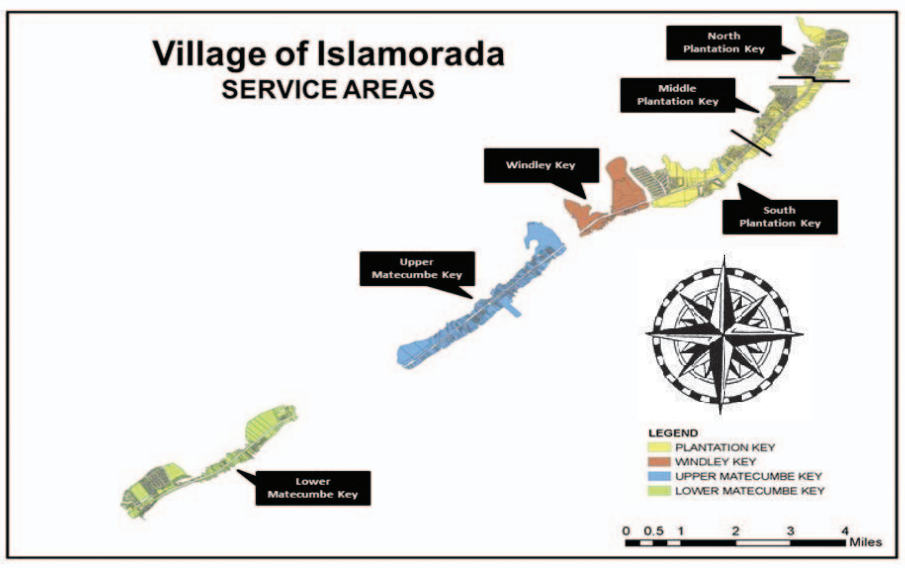
The HLAS Kermit "Shine" Forbes Scholarship Winners were:

Marco Maliberan, Key West High School

Jarrett Miller, CFK Academy

For more information about CFK and its scholarship opportunities, visit the College's website at cfk.edu/paying-for-college.

For more information about how to give to the CFK Foundation, contact Dr. Lana Gaspari, CFK Vice President of Advancement and CFK Foundation Executive Director, at foundation@cfk.edu or 305-809-3214.



NOTICE OF HEARING TO REIMPOSE AND PROVIDE FOR COLLECTION OF SPECIAL ASSESSMENTS FOR WASTEWATER COLLECTION AND TREATMENT FACILITIES FOR REMAINING SERVICE AREA PHASE I (RSA1) AND PHASE 2 (RSA 2)

Notice is hereby given that the Village Council of Islamorada, Village of Islands, Florida, will conduct a public hearing to consider reimposing special assessments against certain parcels of property located therein. The hearing will be held at 5:30 p.m., or as soon thereafter as the matter can be heard, on August 20, 2026 at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida for the purpose of receiving public comment on the assessments. In accordance with the Americans with Disabilities Act, if you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Village Clerk at (305) 664-6412 at least seven (7) days prior to the public hearing. All affected property owners have a right to appear at the hearing and to file written objections with the Village within 20 days of this notice. If a person wishes to appeal any decision made by the Village Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

For the Phase 1 (RSA 1) Assessment Area, the assessment for each parcel of property is based on the number of equivalent dwelling units attributable to such parcel. Unless prepaid, the annual assessment will include your share of the principal, interest and collection cost. The maximum annual assessment for Fiscal Year 2026-27 and future fiscal years is estimated to be $256 per EDU for properties with 1-10 EDUs and $2,560 plus $74 per EDU for properties greater than 10 EDUs.

For the Phase 2 (RSA 2) Assessment Area, the assessment for each parcel of property is based on the number of equivalent dwelling units attributable to such parcel. Unless prepaid, the annual assessment will include your share of the principal, interest and collection cost. The maximum annual assessment for Fiscal Year 2026-27 and future fiscal years is estimated to be $256 per EDU for properties with 1-10 EDUs and $2,560 plus $74 per EDU for properties greater than 10 EDUs.

Property owners within the North Plantation Key, Woods Corner, and the North Plantation Key Supplemental Assessment Areas are not included in this Wastewater Assessment Area.

Copies of the Assessment Ordinance (Ordinance No. 05-16), the Initial Assessment Resolution (Resolution No. 13-06-32), the Initial Assessment Resolution (Resolution No. 11-06-38), the Final Assessment Resolution (Resolution No. 13-07-42), the Final Assessment Resolution (Resolution No. 11-07-47), the Annual Rate Resolutions initiating the annual process of updating the Assessment Rolls and reimposing the Assessments and the updated Assessment Rolls for the upcoming fiscal year are available for inspection at the Village Clerk's office, located at 86800 Overseas Highway, Islamorada, Florida.

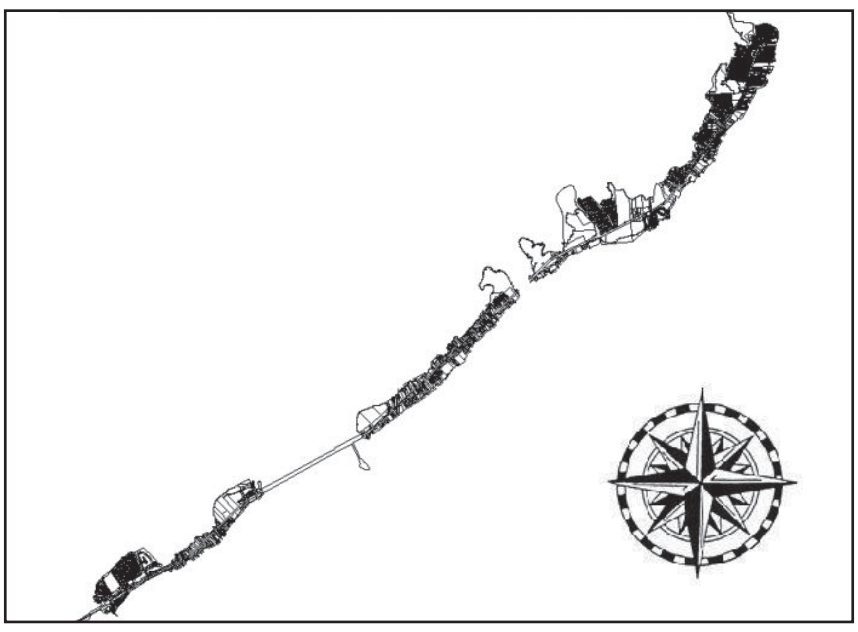
The assessments will be collected on the ad valorem tax bill, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title. The Village Council intends to collect the assessments in not to exceed twenty-five (25) annual assessments, the first of which was included on the November 2011 and the November 2013 ad valorem tax bills respectively. The total annual assessment revenue to be collected within the Village of Islamorada for the Phase 1 (RSA 1) Assessment Area, for the upcoming fiscal year is estimated to be $1,200,000. The total annual assessment revenue to be collected within the Village of Islamorada for the Phase 2 (RSA 2) Assessment Area, for the upcoming fiscal year is estimated to be $1,280,000. Future annual assessments may be prepaid at the option of the property owner.

If you have any questions, please contact the Village at (305) 664-6446, Monday through Friday between 8:00 a.m. and 5:00 p.m.

VILLAGE COUNCIL OF
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

adno=3994013-1

ISLAMORADA, VILLAGE OF ISLANDS FLORIDA FROM MILE MARKER 90.8 ON NORTH TO MILE MARKER 72.5 ON SOUTH



NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF NON-AD VALOREM ASSESSMENTS FOR STORMWATER SERVICE

Notice is hereby given that the Village Council of Islamorada, Village of Islands, Florida, will conduct a public hearing to consider reimposing Stormwater Service Assessments in the area receiving Stormwater Management Service from the Village, as shown above, and to authorize collection of such assessments on the tax bill. The hearing will be held at 5:30 p.m. or as soon thereafter as possible on August 20, 2026, at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Village Clerk at (305) 664-6412 at least seven (7) days prior to the date of the hearing. All affected property owners have a right to appear at the hearing and to file written objections with the Village Council. All written objections to the non-ad valorem assessments must be filed with the Village Council within twenty (20) days of this notice. Any person wishing to appeal any decision of the Village Council with respect to any matter considered will need a record of the proceedings and may wish to ensure that a verbatim record of the proceedings is made.

The Stormwater Service Assessments are proposed to fund the Village's cost to provide Stormwater Management Service in the area shown above. The Stormwater Service Assessments are based upon the estimated amount of stormwater runoff generated by impervious surface on the property. Impervious surfaces include the roof top, patios, driveways, parking lots and similar areas. The Village has determined that the average single-family residence in the Stormwater Service Area includes 3,322 square feet of impervious surface, which is defined as the "equivalent stormwater unit value" or "ESU Value." The annual Stormwater Service Assessment rate for the Fiscal Year 2026-27 and for future fiscal years will be $62.00 for each Net ESU. The maximum annual Stormwater Service Assessment rate for Fiscal Year 2026-27 and for future fiscal years will be $62.00 for each Net ESU. The total annual assessment revenue to be collected within the Village of Islamorada for the upcoming Fiscal Year is estimated to be $413,000.

Generally, the number of ESUs was calculated individually for each parcel of property by dividing the impervious surface area by 3,322 square feet. Credit for privately maintained Stormwater management facilities and other factors affecting the quantity or quality of Stormwater runoff has also been applied, resulting in an assignment of Net ESUs. A more specific description is set forth in the amended and restated Initial Assessment Resolution adopted by the Village Council on August 9, 2007. Copies of the amended and restated Initial Assessment Resolution, the amended and restated Final Assessment Resolution, and the updated assessment roll are available for inspection at the Office of the Village Clerk located at 86800 Overseas Highway, Islamorada, Florida.

The Stormwater Service Assessments will be collected on the ad valorem tax bill to be mailed in November 2026, as authorized by Section 197.3632, Florida Statutes. Failure to pay the Stormwater Service Assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title to your property.

If you have any questions, please contact the Village at (305) 664-6446, Monday through Friday between 8:00 a.m. and 5:00 p.m.

VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA

adno=3994010-1

APPENDIX B

FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Mayor of the Village Council of Islamorada, Village of Islands, Florida (the "Village"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for wastewater collection and treatment facilities (the "Non-Ad Valorem Assessment Roll") for the Village's Remaining Service Area Phase I (RSA-I) is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Monroe County Tax Collector by September 15, 2026.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Monroe County Tax Collector and made part of the above-described Non-Ad Valorem Assessment Roll this _____ day of _____, 2026.

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By:_____
Don Horton, Mayor

[to be delivered to the Monroe County Tax Collector prior to September 15, 2026]

Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: August 20, 2026
SUBJECT: **Resolution Approving FY 26-27 Remaining Service Area Phase II Wastewater Non-Ad Valorem Assessment Rate and Roll TAB 16**

Background:
On August 23, 2005, the Village Council adopted Ordinance No. 05-16 (the "Assessment Ordinance"), thereby authorizing the creation of assessment areas and authorizing the imposition of special assessments to fund the construction of local improvements.

On June 13, 2013, pursuant to the Assessment Ordinance, the Village Council adopted Resolution No. 13-06-32 (the "Initial Assessment Resolution"), thereby proposing creation of the Assessment Area and describing the method of assessing the cost of Wastewater Collection and Treatment Facilities for Phase II against the real property specially benefited. On July 25, 2013, pursuant to the Assessment Ordinance, the Council subsequently adopted Resolution No. 13-07-42 (the "Final Assessment Resolution"), thereby creating the Assessment Area, confirming the methodology for computing annual assessments, levying and imposing on all tax parcels described in the assessment roll a maximum annual rate of either $256.00 per Equivalent Dwelling Unit ("EDU") for properties with one (1) to ten (10) EDUs; or $2,560.00 per Real Estate Parcel plus $74.00 per EDU for properties greater than ten (10) EDUs for a period not to exceed 25 years, commencing in November 2013, and approving the Assessment Roll.

The Assessment Ordinance requires that the Village hold a public hearing to adopt an Annual Assessment Resolution for each subsequent fiscal year. This Annual Assessment Resolution establishes the rate of the assessments, approves the assessment roll, and directs and authorizes the method of collection.

Analysis:
The proposed Annual Assessment Resolution for Fiscal Year 2026-2027 for the Phase II Wastewater Collection and Treatment Facilities is attached. This is the fourteenth year of the twenty-five (25) year assessment period that commenced in November 2013. In accordance with the Assessment Ordinance, a notice of the public hearing scheduled for August 20, 2026, was published in *The Key West Citizen* on July 30, 2026. The purpose of this public hearing is to allow for citizen comment prior to final adoption of the Annual Assessment Resolution and assessment roll.

Budget Impact:

The proposed assessment would generate approximately $1,280,000.00 in funds to enable the Village to continue project management, engineering, design, and construction activities to provide wastewater treatment and collection facilities for the Village's remaining service areas, excluding all of the properties within the North Plantation Key service area.

Staff Impact:
The assessment program would continue to be administered by Village staff with the assistance of the Village's assessment consultant, Accenture LLP.

Recommendation:
It is recommended that the Village Council adopt the Annual Rate Resolution for the Phase II Wastewater Collection and Treatment Facilities in the Remaining Service Area Phase II (RSA2) Wastewater Assessment Area, for the Fiscal Year 2026-2027 beginning October 1, 2026 through September 30, 2027.

Attachments: 1. FY26-27 RSA II

RESOLUTION NO. 26-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE CONSTRUCTION AND FUNDING OF WASTEWATER COLLECTION AND TREATMENT FACILITIES FOR PHASE II OF THE WASTEWATER ASSESSMENT AREA WITHIN THE VILLAGE BUT EXCLUDING THE NORTH PLANTATION KEY, NORTH PLANTATION KEY SUPPLEMENTAL AND WOODS CORNER ASSESSMENT AREAS; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on August 23, 2005, the Village Council ("Council") of Islamorada, Village of Islands, Florida (the "Village"), enacted Ordinance No. 05-16, as codified in Article III of Chapter 48, of the Village Code of Ordinances (the "Ordinance"), to provide for the creation of assessment areas and authorize the imposition of special assessments to fund the construction of local wastewater improvements to serve the property located therein; and

WHEREAS, on June 13, 2013, the Council adopted Resolution No. 13-06-32, the Initial Assessment Resolution, thereby proposing creation of the Assessment Area for Phase II of the remaining service areas (the "Assessment Area") and describing the method of assessing the cost of Wastewater Collection and Treatment Facilities for Phase II against the real property specially benefited thereby; and

WHEREAS, on July 25, 2013, the Council adopted Resolution No. 13-07-42, the Final Assessment Resolution, thereby creating the Assessment Area, confirming the method of assessing the cost of Wastewater Collection and Treatment Facilities for Phase II against the real property specially benefited thereby and approving the Assessment Roll; and

WHEREAS, pursuant to the provisions of the Ordinance, the Village is required to adopt an Annual Assessment Resolution for each fiscal year to approve the assessment rolls for such fiscal year; and

WHEREAS, the updated Assessment Roll has been filed with the office of the Village Manager, as required by the Ordinance; and

WHEREAS, notice of a public hearing has been published and mailed, if required by the terms of the Ordinance, which provides notice to all interested persons of an opportunity to be heard; the proof of publication being attached hereto as Appendix A; and

WHEREAS, on August 20, 2026, a noticed public hearing was held, and comments and objections of all interested persons have been heard and considered as required by the Ordinance; and

WHEREAS, the Council desires to reimpose the annual wastewater assessment program within the Village, using the tax bill collection method for the Fiscal Year beginning on October 1, 2026.

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

Section 1. Recitals. The above recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution.

Section 2. Authority. This Resolution is adopted pursuant to the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution (Resolution No. 13-07-42), Chapter 48, Article III of the Village Code, Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

Section 3. Definitions. This Resolution is the Annual Assessment Resolution as defined in the Ordinance. All capitalized terms in this Resolution shall have the meanings defined in the Ordinance, the Initial Assessment Resolution, and the Final Assessment Resolution.

Section 4. Annual Assessments to Fund Wastewater Treatment and Collection Facilities for Phase II.

(A) The Tax Parcels described in the Assessment Roll are hereby found to be specially benefited by construction of the Wastewater Collection and Treatment Facilities for Phase II in the amount of the maximum annual Phase II Assessment set forth in the Assessment Roll. The methodology for computing annual Assessments described in the Initial Assessment Resolution, and as confirmed by the Final Assessment Resolution, is hereby approved.

(B) Annual Phase II Assessments computed in the manner described in the Initial Assessment Resolution are hereby levied and imposed on all Tax Parcels described in the Assessment Roll at a maximum annual rate of either (i) $256.00 per Equivalent Dwelling Unit ("EDU") for properties with one (1) to ten (10) EDUs, or (ii) $2,560.00 per Real Estate Parcel plus $74.00 per EDU for properties greater than ten (10) EDUs for a period not to exceed twenty-five (25) years, commencing in November 2013.

Section 5. Approval of Assessment Roll.

(A) The updated Assessment Roll, which is currently on file with the Village Manager and incorporated herein by reference, is hereby approved.

(B) Pursuant to the Ordinance and the Uniform Assessment Collection Act, the Assessment Roll shall be certified to the Monroe County Tax Collector prior to September 15, 2026.

Section 6. Assessment Liens.

(A) The Assessments shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the Council of the Annual Assessment Resolution and shall attach to the property included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

(B) As to any Tax Parcel that is acquired by a public entity through condemnation, negotiated sale or otherwise prior to adoption of the next Annual Assessment Resolution, the Adjusted Prepayment Amount shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the Council of the Annual Assessment Resolution and shall attach to the property included on the Assessment Roll upon adoption of the Annual Assessment Resolution.

Section 7. Collection of Assessments.

(A) The Assessments shall be collected pursuant to the Uniform Assessment Collection Act. Upon adoption of the Annual Assessment Resolution for each Fiscal Year, the Village Manager shall cause the certification and delivery of the Assessment Roll to the Tax Collector by September 15, 2026, in the manner prescribed by the Uniform Assessment Collection Act.

(B) The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix B.

Section 8. Severability. If any clause, section, or other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or application of this Resolution.

Section 9. Effective date. This Resolution shall take effect immediately upon its adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

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

PASSED AND ADOPTED ON THIS 20TH DAY OF AUGUST 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 ONLY

_____
JOHN J. QUICK, VILLAGE ATTORNEY

APPENDIX A

PROOF OF PUBLICATION

KEYS CITIZEN
KeysNews.com
Many Islands One Voice
The Florida Keys Only Daily Newspaper, Est. 1876
PO Box 1800, Key West FL 33041
P: (941) 206-1025 F: (305) 294-0768
legals@keysnews.com

ISLAMORADA VILLAGE OF ISLANDS
86800 OVERSEAS HWY
ISLAMORADA FL 33036-3162

Account: 421294 Ticket: 3994013

PUBLISHER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MONROE

[legal.text]

Before the undersigned authority personally appeared

_____Amber Douglas_____, who on oath says that he or she is

The legal advertising representative of the Key West Citizen, a five day newspaper published in Key West, in Monroe County, Florida; that the attached copy of advertisment, being a legal notice in the matter of was published in said newspaper in the issues of:

Thursday, July 30, 2026

Affiant further says that the Key West Citizen is a newspaper published in Key West, in said Monroe County, Florida and that the said newspapers has heretofore been continuously published in said Monroe County, Florida Tuesday thru Saturday weekly, and has been entered as periodicals matter at the post office in Key West, in said Monroe County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

(Signature of Affiant)

Affirmed and subscribed before me this 30th day of July 2026

(Notary Public Signature)

_____Jill Kelli Di Benedetto_____
(Notary Public Printed Name)

My commission expires _____8/19/2027_____

Personally Known _X_ Produced Identification ___
Type of Identification Produced _____ (Notary Seal)_____

Notary Public State of Florida
Jill Kelli Di Benedetto
My Commission HH 390294
Expires 8/19/2027

Park/from A1

would have brought the total to about $6.1 million — were set aside to expedite a smaller first phase in time for baseball season. Officials said those projects will likely be revisited later.

Coral Shores has used Founders Park's grass baseball field for practices and home games for more than two decades under interlocal and license agreements with the village. New agreements were needed after the previous deals expired, but talks stalled in January over language that threatened to jeopardize the planned upgrades.

School Board members worried the relationship with the village was shifting from a partnership to a landlord-tenant arrangement that could limit the board's ability to realize its investment. They sought protections against early termination. Village officials, however, said the School Board's preferred language would reduce village oversight and increase its financially liability.

Those differences were resolved at a July 20 workshop where both bodies negotiated face to face. School Board member Sue Woltanski pushed for a guaranteed 20-year term at the municipal field, prompting board member Mindy Cohn to propose dropping an amortization schedule that would have required the village to reimburse part of the improvements if the municipality ended the agreement early. The council, which had problems with the amortization provision, accepted the tradeoff.

"There was a give and take on both sides, but at the end of the day, I think the most important thing is the safety of the kids and getting the field right," Councilwoman Anna Richards said during Monday's council meeting.

Supporters say a synthetic surface will provide a smoother, safer playing field and reduce maintenance costs compared with the current grass field, which coaches have criticized for uneven areas that affect footing and fielding.

Though the council unanimously approved the agreement, Vice Mayor Sharon Mahoney voiced concern over a clause requiring the village and School Board to split costs if the field is damaged by the "elements."

"Element is a hurricane," Mahoney said. "And when we get one, the taxpayers of Islamorada are going to be responsible for 50% of the cost of a new field, and that's right here in the agreement. … If you guys all are OK with putting this financial burden on the taxpayers when there's a hurricane …, then I'm OK with it too. But I want to go on record saying that this is going to wallop our taxpayers one day ahead."

Woltanski said during Tuesday's School Board meeting that the final terms give the district confidence to proceed.

"I think this is a good deal for everybody. I think we can invest in that property knowing that we have 20 years there," she said.

The School Board also approved a $100,000 builder's risk insurance policy for the ball field project, which will be performed by contractor Keystar Inc.

In a symbolic gesture, the School Board and Village Council exchanged signed baseballs to mark the renewed partnership.

Award/from A1

$2,500 to apply toward tuition and fees.

The scholarship is open to degree-seeking students who demonstrate literary talent, are veterans, and/or are pursuing credentials in the fields of nursing, marine science, paramedic services, emergency medicine, law enforcement, or corrections.

One scholarship bears the name of Kermit "Shine" Forbes, Hemingway's sparring partner, and has historically been presented to a CFK-bound graduate of Key West High School. This year, HLAS presented another Kermit "Shine" Forbes Scholarship to a graduate of CFK Academy.

In addition to awarding scholarships totaling over $275,000 to date, HLAS has built the largest endowment with the CFK Foundation, solidifying their legacy at CFK and the ability to fund future scholarships for many years to come.

CFK's 2026 HLAS scholarship recipients include:

Richard Gordon
Lucas Thogode
Luis Lopez Quinones
Marie Christela Brevil
Leandro Macias Montes de Oca
Dardell Morin
Anadailin Dominguez
Sara Semran
Rachel Goodwin
Allana Hayden
Shathi Islam
Minouche Benoit
Samantha Lorenzo
Oumaima Juttie
Marie Annulysse
Heather Reinhardt

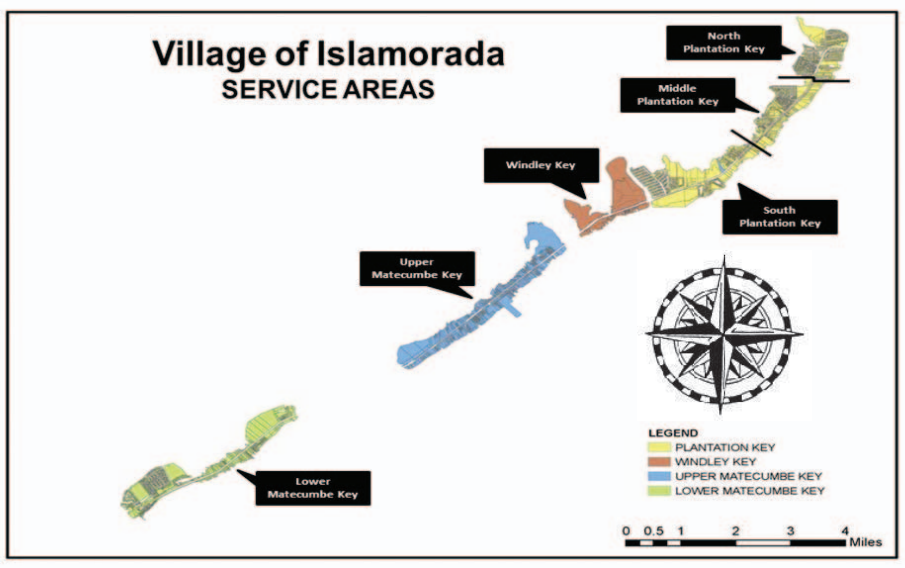
The HLAS Kermit "Shine" Forbes Scholarship Winners were:

Marco Maliberan, Key West High School

Jarrett Miller, CFK Academy

For more information about CFK and its scholarship opportunities, visit the College's website at cfk.edu/paying-for-college.

For more information about how to give to the CFK Foundation, contact Dr. Lana Gaspari, CFK Vice President of Advancement and CFK Foundation Executive Director, at foundation@cfk.edu or 305-809-3214.



NOTICE OF HEARING TO REIMPOSE AND PROVIDE FOR COLLECTION OF SPECIAL ASSESSMENTS FOR WASTEWATER COLLECTION AND TREATMENT FACILITIES FOR REMAINING SERVICE AREA PHASE I (RSA1) AND PHASE 2 (RSA 2)

Notice is hereby given that the Village Council of Islamorada, Village of Islands, Florida, will conduct a public hearing to consider reimposing special assessments against certain parcels of property located therein. The hearing will be held at 5:30 p.m., or as soon thereafter as the matter can be heard, on August 20, 2026 at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida for the purpose of receiving public comment on the assessments. In accordance with the Americans with Disabilities Act, if you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Village Clerk at (305) 664-6412 at least seven (7) days prior to the public hearing. All affected property owners have a right to appear at the hearing and to file written objections with the Village within 20 days of this notice. If a person wishes to appeal any decision made by the Village Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

For the Phase 1 (RSA 1) Assessment Area, the assessment for each parcel of property is based on the number of equivalent dwelling units attributable to such parcel. Unless prepaid, the annual assessment will include your share of the principal, interest and collection cost. The maximum annual assessment for Fiscal Year 2026-27 and future fiscal years is estimated to be $256 per EDU for properties with 1-10 EDUs and $2,560 plus $74 per EDU for properties greater than 10 EDUs.

For the Phase 2 (RSA 2) Assessment Area, the assessment for each parcel of property is based on the number of equivalent dwelling units attributable to such parcel. Unless prepaid, the annual assessment will include your share of the principal, interest and collection cost. The maximum annual assessment for Fiscal Year 2026-27 and future fiscal years is estimated to be $256 per EDU for properties with 1-10 EDUs and $2,560 plus $74 per EDU for properties greater than 10 EDUs.

Property owners within the North Plantation Key, Woods Corner, and the North Plantation Key Supplemental Assessment Areas are not included in this Wastewater Assessment Area.

Copies of the Assessment Ordinance (Ordinance No. 05-16), the Initial Assessment Resolution (Resolution No. 13-06-32), the Initial Assessment Resolution (Resolution No. 11-06-38), the Final Assessment Resolution (Resolution No. 13-07-42), the Final Assessment Resolution (Resolution No. 11-07-47), the Annual Rate Resolutions initiating the annual process of updating the Assessment Rolls and reimposing the Assessments and the updated Assessment Rolls for the upcoming fiscal year are available for inspection at the Village Clerk's office, located at 86800 Overseas Highway, Islamorada, Florida.

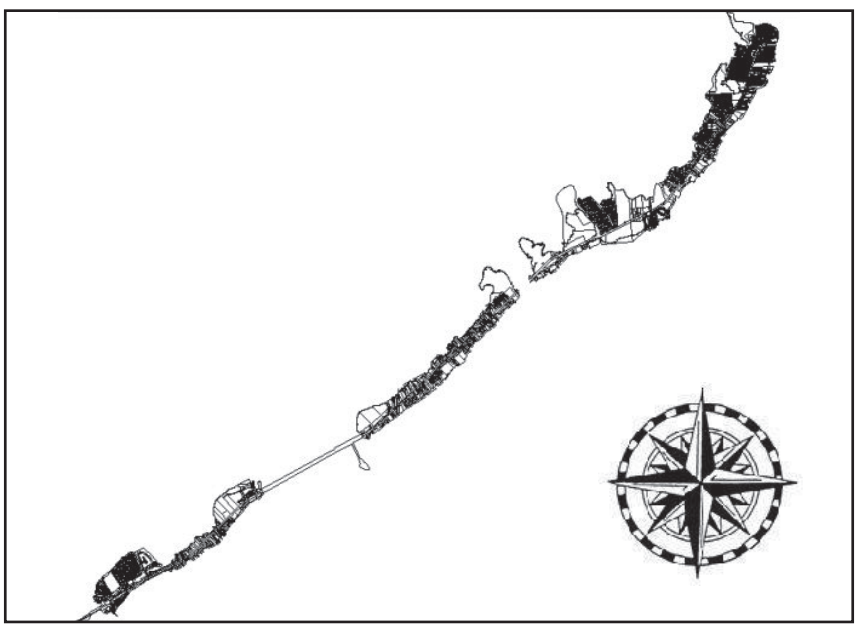
The assessments will be collected on the ad valorem tax bill, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title. The Village Council intends to collect the assessments in not to exceed twenty-five (25) annual assessments, the first of which was included on the November 2011 and the November 2013 ad valorem tax bills respectively. The total annual assessment revenue to be collected within the Village of Islamorada for the Phase 1 (RSA 1) Assessment Area, for the upcoming fiscal year is estimated to be $1,200,000. The total annual assessment revenue to be collected within the Village of Islamorada for the Phase 2 (RSA 2) Assessment Area, for the upcoming fiscal year is estimated to be $1,280,000. Future annual assessments may be prepaid at the option of the property owner.

If you have any questions, please contact the Village at (305) 664-6446, Monday through Friday between 8:00 a.m. and 5:00 p.m.

VILLAGE COUNCIL OF
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

adno=3994013-1

ISLAMORADA, VILLAGE OF ISLANDS FLORIDA FROM MILE MARKER 90.8 ON NORTH TO MILE MARKER 72.5 ON SOUTH



NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF NON-AD VALOREM ASSESSMENTS FOR STORMWATER SERVICE

Notice is hereby given that the Village Council of Islamorada, Village of Islands, Florida, will conduct a public hearing to consider reimposing Stormwater Service Assessments in the area receiving Stormwater Management Service from the Village, as shown above, and to authorize collection of such assessments on the tax bill. The hearing will be held at 5:30 p.m. or as soon thereafter as possible on August 20, 2026, at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Village Clerk at (305) 664-6412 at least seven (7) days prior to the date of the hearing. All affected property owners have a right to appear at the hearing and to file written objections with the Village Council. All written objections to the non-ad valorem assessments must be filed with the Village Council within twenty (20) days of this notice. Any person wishing to appeal any decision of the Village Council with respect to any matter considered will need a record of the proceedings and may wish to ensure that a verbatim record of the proceedings is made.

The Stormwater Service Assessments are proposed to fund the Village's cost to provide Stormwater Management Service in the area shown above. The Stormwater Service Assessments are based upon the estimated amount of stormwater runoff generated by impervious surface on the property. Impervious surfaces include the roof top, patios, driveways, parking lots and similar areas. The Village has determined that the average single-family residence in the Stormwater Service Area includes 3,322 square feet of impervious surface, which is defined as the "equivalent stormwater unit value" or "ESU Value." The annual Stormwater Service Assessment rate for the Fiscal Year 2026-27 and for future fiscal years will be $62.00 for each Net ESU. The maximum annual Stormwater Service Assessment rate for Fiscal Year 2026-27 and for future fiscal years will be $62.00 for each Net ESU. The total annual assessment revenue to be collected within the Village of Islamorada for the upcoming Fiscal Year is estimated to be $413,000.

Generally, the number of ESUs was calculated individually for each parcel of property by dividing the impervious surface area by 3,322 square feet. Credit for privately maintained Stormwater management facilities and other factors affecting the quantity or quality of Stormwater runoff has also been applied, resulting in an assignment of Net ESUs. A more specific description is set forth in the amended and restated Initial Assessment Resolution adopted by the Village Council on August 9, 2007. Copies of the amended and restated Initial Assessment Resolution, the amended and restated Final Assessment Resolution, and the updated assessment roll are available for inspection at the Office of the Village Clerk located at 86800 Overseas Highway, Islamorada, Florida.

The Stormwater Service Assessments will be collected on the ad valorem tax bill to be mailed in November 2026, as authorized by Section 197.3632, Florida Statutes. Failure to pay the Stormwater Service Assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title to your property.

If you have any questions, please contact the Village at (305) 664-6446, Monday through Friday between 8:00 a.m. and 5:00 p.m.

VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA

adno=3994010-1

APPENDIX B

FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL

CERTIFICATE
OF
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Mayor of the Village Council of Islamorada, Village of Islands, Florida (the "Village"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for wastewater collection and treatment facilities (the "Non-Ad Valorem Assessment Roll") for the Village is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Monroe County Tax Collector by September 15, 2026.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Monroe County Tax Collector and made part of the above-described Non-Ad Valorem Assessment Roll this _____ day of _____, 2026.

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By:_____
Don Horton, Mayor

[to be delivered to the Monroe County Tax Collector prior to September 15, 2026]

Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: August 20, 2026
SUBJECT: **Resolution Approving the FY 26-27 Stormwater Services Non-Ad Valorem Assessment Rate and Roll TAB 17**

Background:
On August 23, 2005, the Village Council adopted Ordinance No. 05-15 (the "Assessment Ordinance"), thereby authorizing the imposition of Stormwater Service Assessments against real property benefited by the Village's provision of Stormwater Management Services. Pursuant to this Assessment Ordinance, the Village imposed Stormwater Service assessments for the first time beginning in November 2005.

Analysis:
The funds generated by this assessment are used to fund stormwater service costs within the Village's Stormwater Utility Enterprise Fund. The Assessment Ordinance requires that the Village annually adopt a final rate resolution for each subsequent fiscal year. The attached Annual Rate Resolution for Fiscal Year 2026-2027 sets forth the rate of the assessment, approves the assessment roll, and directs and authorizes the method of collection. In accordance with the Assessment Ordinance, a notice of the public hearing scheduled for August 20, 2026, was published in *The Key West Citizen* on July 30, 2026. This public hearing is being held to allow citizen comment prior to the adoption of the Annual Rate Resolution and Assessment Roll. Notices of this public hearing were mailed only to property owners who have been added to the stormwater assessment roll since last fiscal year.

Budget Impact:
The proposed rate of $62.00 is estimated to generate gross revenue in the amount of $413,000.00 in Fiscal Year 2026-2027. Proposing a rate of $62.00 per Net Equivalent Stormwater Unit ("ESU") for the coming year, brings the Annual Rate Resolution to the maximum or 'not to exceed' assessment rate per Net ESU.

Staff Impact:
The assessment program would be administered by the Village staff with the assistance of the Village's assessment consultant, Anser Advisory Services, similar to the other Village assessment programs.

Recommendation:
It is recommended that the Village Council pass and adopt the Annual Rate Resolution for Stormwater Management Services for Fiscal Year 2026-2027 beginning October 1, 2026 through September 30, 2027.

Attachments: 1. FY26-27 Stormwater Assessment

RESOLUTION NO. 26-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES; REIMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST CERTAIN REAL PROPERTY WITHIN ISLAMORADA, VILLAGE OF ISLANDS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; APPROVING THE STORMWATER ASSESSMENT ROLL FOR THE STORMWATER SERVICE ASSESSMENTS; PROVIDING FOR COLLECTION OF THE STORMWATER SERVICE ASSESSMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village Council of Islamorada, Village of Islands, Florida (the "Village"), has enacted Ordinance No. 05-15, the Stormwater Assessment Ordinance (the "Ordinance") relating to Stormwater Management, which authorizes the imposition of Stormwater Service Assessments against real property specially benefited by the Village's Stormwater Management Services; and

WHEREAS, the imposition of a Stormwater Service Assessment is an equitable and efficient method of allocating and apportioning the cost of the Village's Stormwater Management Service among parcels of property that are specially benefited thereby; and

WHEREAS, on August 9, 2007, the Village Council adopted Resolution No. 07-08-43, the Amended and Restated Initial Assessment Resolution for Stormwater Management Services (the "Initial Assessment Resolution"), and on September 6, 2007, the Village Council adopted Resolution No. 07-09-52 (the "Amended and Restated Final Assessment Resolution"), which identified the area within which the Village provides Stormwater Management Services and identified those properties to be specially benefited by the Village's Stormwater Management Services (the "Stormwater Service Area") and described the method of assessing the cost of the Village's Stormwater Management Services (the "Stormwater Service Cost") against Developed Property located within the Stormwater Service Area; and

WHEREAS, pursuant to the provisions of the Section 3.09 of the Ordinance, the Village is required to adopt an Annual Rate Resolution for each fiscal year to approve the Stormwater Assessment Roll for such fiscal year; and

WHEREAS, this Resolution shall serve as the Annual Rate Resolution for the Fiscal Year 2026-2027; and

WHEREAS, the Stormwater Assessment Roll has heretofore been filed with the office of the Village Manager, as provided for in Section 3.05 of the Ordinance; and

WHEREAS, as required by the terms of the Ordinance, notice of a public hearing has been published and mailed to each property owner proposed to be charged a Stormwater Service Assessment, notifying such property owner of the opportunity to be heard; the proof of publication and an affidavit of mailing are attached hereto as Appendices A and B respectively; and

WHEREAS, on August 20, 2026, a public hearing was duly held and comments and objections of all interested persons have been heard and considered as required by the Ordinance.

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

Section 1. Authority. This Resolution is adopted pursuant to the provisions of the Ordinance, the Initial Assessment Resolution, the Amended and Restated Final Assessment Resolution, Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

Section 2. Definitions. This Resolution constitutes the Annual Rate Resolution as defined in the Ordinance for the imposition of Stormwater Service Assessments. All capitalized

terms in this Resolution shall have the meanings defined in the Ordinance, the Initial Assessment Resolution and the Amended and Restated Final Assessment Resolution.

Section 3. Approval of Stormwater Assessment Roll. The Stormwater Assessment Roll, which is currently on file in the office of the Village Manager and incorporated herein by reference, is hereby approved.

Section 4. Stormwater Service Assessments.

(A) It is hereby ascertained, determined, and declared that each parcel of Assessed Property within the Stormwater Service Area will be specially benefited by the Village's provision of Stormwater Management Services in an amount not less than the Stormwater Service Assessment for such parcel, computed in the manner set forth in the Initial Assessment Resolution. Adoption of this Annual Rate Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Ordinance and the Initial Assessment Resolution from the Stormwater Management Services to be provided and a legislative determination that the Stormwater Service Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Initial Assessment Resolution.

(B) The method for computing and apportioning the Stormwater Service Assessments described in the Initial Assessment Resolution is hereby approved.

(C) For the Fiscal Year beginning October 1, 2026, the Stormwater Service Cost of $413,000.00 shall be allocated among all parcels of Assessed Property, based upon each parcel's number of Net Equivalent Stormwater Units ("ESU"). An annual rate of assessment equal to $62.00 per Net ESU is hereby imposed for each Tax Parcel of Developed Property. Stormwater Service

Assessments for Stormwater Management Services in the amounts set forth in the Stormwater Assessment Roll, as herein approved, are hereby levied and imposed on all parcels of Assessed Property described in the Stormwater Assessment Roll.

(D) The above rates of assessment are hereby approved. Except as otherwise provided herein, Stormwater Service Assessments for Stormwater Management Services in the amounts set forth in the updated Stormwater Assessment Roll, as approved herein, are hereby levied and imposed on all parcels of Assessed Property described in such Stormwater Assessment Roll for the Fiscal Year beginning October 1, 2026.

(E) As authorized in Section 3.09 of the Ordinance, a maximum assessment rate of $62.00 per Net ESU is hereby approved for future fiscal years. This amount can be imposed in future fiscal years without additional notice but is not required to be imposed.

(F) The Stormwater Service Assessments shall constitute a lien upon the Tax Parcels so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles, and claims, until paid. The lien for the Stormwater Service Assessments shall be deemed perfected upon adoption by the Village Council of this Annual Rate Resolution and shall attach to the property included on the Stormwater Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

Section 5. Collection of Stormwater Service Assessments. The Stormwater Service Assessments shall be collected pursuant to the Uniform Assessment Collection Act, as provided for in Section 4.01 of the Ordinance. The Village Manager is hereby authorized and directed to certify and deliver or cause the certification and delivery of the Stormwater Assessment Roll for

the Stormwater Service Assessments to the Tax Collector by September 15, 2026, in the manner prescribed by Section 197.3632, Florida Statutes. The Stormwater Assessment Roll for the Stormwater Service Assessments, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

Section 6. Effect of Adoption of Resolution. The adoption of this Annual Rate Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the apportionment methodology, the rate of assessment, the adoption of the Stormwater Assessment Roll and the levy and lien of the Stormwater Service Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within twenty (20) days from the date of this Annual Rate Resolution.

Section 7. Severability. If any clause, section, or other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or application of this Resolution.

Section 8. Effective Date. This Resolution shall take effect immediately upon its adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

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

PASSED AND ADOPTED ON THIS 20TH DAY OF AUGUST 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

APPENDIX A

PROOF OF PUBLICATION

KEYS CITIZEN
KeysNews.com
Many Islands One Voice
The Florida Keys Only Daily Newspaper, Est. 1876
PO Box 1800, Key West FL 33041
P: (941) 206-1025 F: (305) 294-0768
legals@keysnews.com

ISLAMORADA VILLAGE OF ISLANDS
86800 OVERSEAS HWY
ISLAMORADA FL 33036-3162

Account: 421294 Ticket: 3994016

PUBLISHER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MONROE

[legal.text]

Before the undersigned authority personally appeared

_____Amber Douglas_____, who on oath says that he or she is

The legal advertising representative of the Key West Citizen, a five day newspaper published in Key West, in Monroe County, Florida; that the attached copy of advertisment, being a legal notice in the matter of was published in said newspaper in the issues of:

Thursday, July 30, 2026

Affiant further says that the Key West Citizen is a newspaper published in Key West, in said Monroe County, Florida and that the said newspapers has heretofore been continuously published in said Monroe County, Florida Tuesday thru Saturday weekly, and has been entered as periodicals matter at the post office in Key West, in said Monroe County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

(Signature of Affiant)

Affirmed and subscribed before me this 30th day of July 2026

(Notary Public Signature)

_____Jill Kelli Di Benedetto_____
(Notary Public Printed Name)

My commission expires _____8/19/2027_____

Personally Known _X_ Produced Identification ___
Type of Identification Produced _____ (Notary Seal)_____

Notary Public State of Florida
Jill Kelli Di Benedetto
My Commission HH 390294
Expires 8/19/2027

Park/from A1

would have brought the total to about $6.1 million — were set aside to expedite a smaller first phase in time for baseball season. Officials said those projects will likely be revisited later.

Coral Shores has used Founders Park's grass baseball field for practices and home games for more than two decades under interlocal and license agreements with the village. New agreements were needed after the previous deals expired, but talks stalled in January over language that threatened to jeopardize the planned upgrades.

School Board members worried the relationship with the village was shifting from a partnership to a landlord-tenant arrangement that could limit the board's ability to realize its investment. They sought protections against early termination. Village officials, however, said the School Board's preferred language would reduce village oversight and increase its financially liability.

Those differences were resolved at a July 20 workshop where both bodies negotiated face to face. School Board member Sue Woltanski pushed for a guaranteed 20-year term at the municipal field, prompting board member Mindy Cohn to propose dropping an amortization schedule that would have required the village to reimburse part of the improvements if the municipality ended the agreement early. The council, which had problems with the amortization provision, accepted the tradeoff.

"There was a give and take on both sides, but at the end of the day, I think the most important thing is the safety of the kids and getting the field right," Councilwoman Anna Richards said during Monday's council meeting.

Supporters say a synthetic surface will provide a smoother, safer playing field and reduce maintenance costs compared with the current grass field, which coaches have criticized for uneven areas that affect footing and fielding.

Though the council unanimously approved the agreement, Vice Mayor Sharon Mahoney voiced concern over a clause requiring the village and School Board to split costs if the field is damaged by the "elements."

"Element is a hurricane," Mahoney said. "And when we get one, the taxpayers of Islamorada are going to be responsible for 50% of the cost of a new field, and that's right here in the agreement. … If you guys all are OK with putting this financial burden on the taxpayers when there's a hurricane …, then I'm OK with it too. But I want to go on record saying that this is going to wallop our taxpayers one day ahead."

Woltanski said during Tuesday's School Board meeting that the final terms give the district confidence to proceed.

"I think this is a good deal for everybody. I think we can invest in that property knowing that we have 20 years there," she said.

The School Board also approved a $100,000 builder's risk insurance policy for the ball field project, which will be performed by contractor Keystar Inc.

In a symbolic gesture, the School Board and Village Council exchanged signed baseballs to mark the renewed partnership.

Award/from A1

$2,500 to apply toward tuition and fees.

The scholarship is open to degree-seeking students who demonstrate literary talent, are veterans, and/or are pursuing credentials in the fields of nursing, marine science, paramedic services, emergency medicine, law enforcement, or corrections.

One scholarship bears the name of Kermit "Shine" Forbes, Hemingway's sparring partner, and has historically been presented to a CFK-bound graduate of Key West High School. This year, HLAS presented another Kermit "Shine" Forbes Scholarship to a graduate of CFK Academy.

In addition to awarding scholarships totaling over $275,000 to date, HLAS has built the largest endowment with the CFK Foundation, solidifying their legacy at CFK and the ability to fund future scholarships for many years to come.

CFK's 2026 HLAS scholarship recipients include:

Richard Gordon
Lucas Thogode
Luis Lopez Quinones
Marie Christela Brevil
Leandro Macias Montes de Oca
Dardell Morin
Anadailin Dominguez
Sara Semran
Rachel Goodwin
Allana Hayden
Shathi Islam
Minouche Benoit
Samantha Lorenzo
Oumaima Juttie
Marie Annulysse
Heather Reinhardt

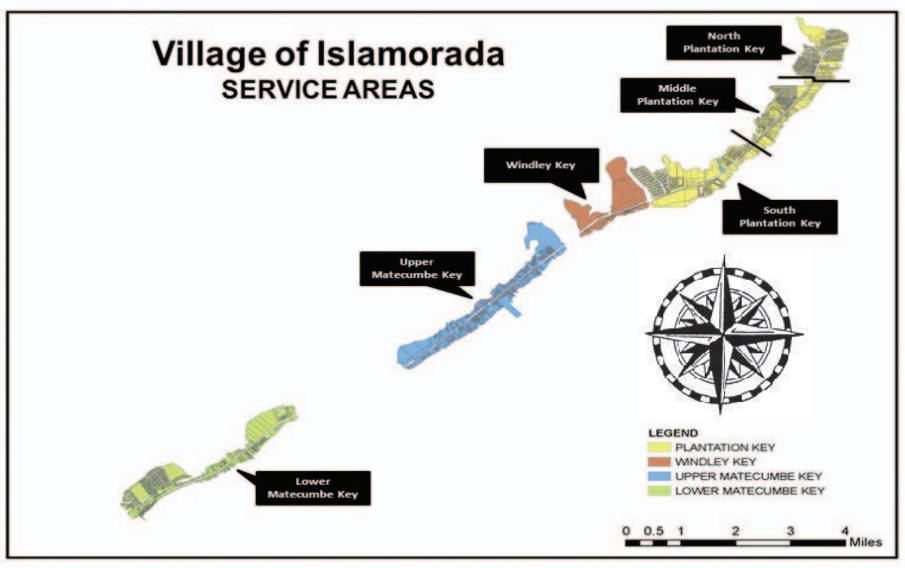
The HLAS Kermit "Shine" Forbes Scholarship Winners were:

Marco Maliberan, Key West High School

Jarrett Miller, CFK Academy

For more information about CFK and its scholarship opportunities, visit the College's website at cfk.edu/paying-for-college.

For more information about how to give to the CFK Foundation, contact Dr. Lana Gaspari, CFK Vice President of Advancement and CFK Foundation Executive Director, at foundation@cfk.edu or 305-809-3214.



NOTICE OF HEARING TO REIMPOSE AND PROVIDE FOR COLLECTION OF SPECIAL ASSESSMENTS FOR WASTEWATER COLLECTION AND TREATMENT FACILITIES FOR REMAINING SERVICE AREA PHASE I (RSA1) AND PHASE 2 (RSA 2)

Notice is hereby given that the Village Council of Islamorada, Village of Islands, Florida, will conduct a public hearing to consider reimposing special assessments against certain parcels of property located therein. The hearing will be held at 5:30 p.m., or as soon thereafter as the matter can be heard, on August 20, 2026 at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida for the purpose of receiving public comment on the assessments. In accordance with the Americans with Disabilities Act, if you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Village Clerk at (305) 664-6412 at least seven (7) days prior to the public hearing. All affected property owners have a right to appear at the hearing and to file written objections with the Village within 20 days of this notice. If a person wishes to appeal any decision made by the Village Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

For the Phase 1 (RSA 1) Assessment Area, the assessment for each parcel of property is based on the number of equivalent dwelling units attributable to such parcel. Unless prepaid, the annual assessment will include your share of the principal, interest and collection cost. The maximum annual assessment for Fiscal Year 2026-27 and future fiscal years is estimated to be $256 per EDU for properties with 1-10 EDUs and $2,560 plus $74 per EDU for properties greater than 10 EDUs.

For the Phase 2 (RSA 2) Assessment Area, the assessment for each parcel of property is based on the number of equivalent dwelling units attributable to such parcel. Unless prepaid, the annual assessment will include your share of the principal, interest and collection cost. The maximum annual assessment for Fiscal Year 2026-27 and future fiscal years is estimated to be $256 per EDU for properties with 1-10 EDUs and $2,560 plus $74 per EDU for properties greater than 10 EDUs.

Property owners within the North Plantation Key, Woods Corner, and the North Plantation Key Supplemental Assessment Areas are not included in this Wastewater Assessment Area.

Copies of the Assessment Ordinance (Ordinance No. 05-16), the Initial Assessment Resolution (Resolution No. 13-06-32), the Initial Assessment Resolution (Resolution No. 11-06-38), the Final Assessment Resolution (Resolution No. 13-07-42), the Final Assessment Resolution (Resolution No. 11-07-47), the Annual Rate Resolutions initiating the annual process of updating the Assessment Rolls and reimposing the Assessments and the updated Assessment Rolls for the upcoming fiscal year are available for inspection at the Village Clerk's office, located at 86800 Overseas Highway, Islamorada, Florida.

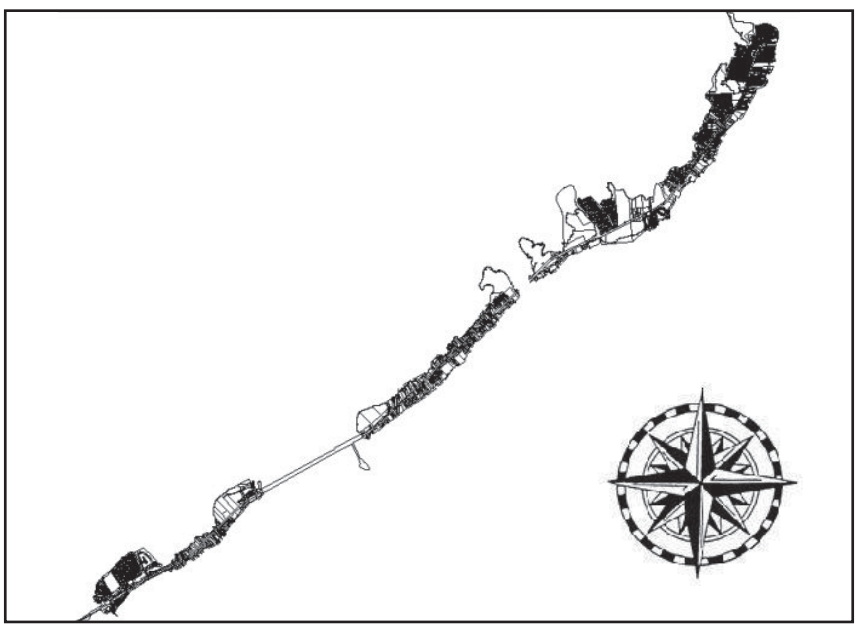
The assessments will be collected on the ad valorem tax bill, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title. The Village Council intends to collect the assessments in not to exceed twenty-five (25) annual assessments, the first of which was included on the November 2011 and the November 2013 ad valorem tax bills respectively. The total annual assessment revenue to be collected within the Village of Islamorada for the Phase 1 (RSA 1) Assessment Area, for the upcoming fiscal year is estimated to be $1,200,000. The total annual assessment revenue to be collected within the Village of Islamorada for the Phase 2 (RSA 2) Assessment Area, for the upcoming fiscal year is estimated to be $1,280,000. Future annual assessments may be prepaid at the option of the property owner.

If you have any questions, please contact the Village at (305) 664-6446, Monday through Friday between 8:00 a.m. and 5:00 p.m.

VILLAGE COUNCIL OF
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

adno=3994013-1

ISLAMORADA, VILLAGE OF ISLANDS FLORIDA FROM MILE MARKER 90.8 ON NORTH TO MILE MARKER 72.5 ON SOUTH



NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF NON-AD VALOREM ASSESSMENTS FOR STORMWATER SERVICE

Notice is hereby given that the Village Council of Islamorada, Village of Islands, Florida, will conduct a public hearing to consider reimposing Stormwater Service Assessments in the area receiving Stormwater Management Service from the Village, as shown above, and to authorize collection of such assessments on the tax bill. The hearing will be held at 5:30 p.m. or as soon thereafter as possible on August 20, 2026, at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Village Clerk at (305) 664-6412 at least seven (7) days prior to the date of the hearing. All affected property owners have a right to appear at the hearing and to file written objections with the Village Council. All written objections to the non-ad valorem assessments must be filed with the Village Council within twenty (20) days of this notice. Any person wishing to appeal any decision of the Village Council with respect to any matter considered will need a record of the proceedings and may wish to ensure that a verbatim record of the proceedings is made.

The Stormwater Service Assessments are proposed to fund the Village's cost to provide Stormwater Management Service in the area shown above. The Stormwater Service Assessments are based upon the estimated amount of stormwater runoff generated by impervious surface on the property. Impervious surfaces include the roof top, patios, driveways, parking lots and similar areas. The Village has determined that the average single-family residence in the Stormwater Service Area includes 3,322 square feet of impervious surface, which is defined as the "equivalent stormwater unit value" or "ESU Value." The annual Stormwater Service Assessment rate for the Fiscal Year 2026-27 and for future fiscal years will be $62.00 for each Net ESU. The maximum annual Stormwater Service Assessment rate for Fiscal Year 2026-27 and for future fiscal years will be $62.00 for each Net ESU. The total annual assessment revenue to be collected within the Village of Islamorada for the upcoming Fiscal Year is estimated to be $413,000.

Generally, the number of ESUs was calculated individually for each parcel of property by dividing the impervious surface area by 3,322 square feet. Credit for privately maintained Stormwater management facilities and other factors affecting the quantity or quality of Stormwater runoff has also been applied, resulting in an assignment of Net ESUs. A more specific description is set forth in the amended and restated Initial Assessment Resolution adopted by the Village Council on August 9, 2007. Copies of the amended and restated Initial Assessment Resolution, the amended and restated Final Assessment Resolution, and the updated assessment roll are available for inspection at the Office of the Village Clerk located at 86800 Overseas Highway, Islamorada, Florida.

The Stormwater Service Assessments will be collected on the ad valorem tax bill to be mailed in November 2026, as authorized by Section 197.3632, Florida Statutes. Failure to pay the Stormwater Service Assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title to your property.

If you have any questions, please contact the Village at (305) 664-6446, Monday through Friday between 8:00 a.m. and 5:00 p.m.

VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA

adno=3994010-1

APPENDIX B

NOTICE MAILED TO PROPERTY OWNERS

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

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA
NOTICE OF HEARING TO IMPOSE AND
PROVIDE FOR COLLECTION OF STORMWATER
SERVICES NON-AD VALOREM ASSESSMENTS

NOTICE DATE: JULY 30, 2026

«OwnerName1»
«OwnerName2»
«OwnerAddress1»
«OwnerAddress2»
«OwnerCity», «OwnerState» «OwnerZIP»

Sequence No. «SeqNum»
Tax Parcel ID: «PID»
Legal Description: «LegalDesc»

*** * * * * NOTICE TO PROPERTY OWNER * * * * ***

Dear Property Owner:

The past decade has brought increasing recognition of environmental and other problems associated with stormwater runoff from developed property, including degradation of our surface waters and standing water on our streets and other property. Islamorada, Village of Islands (the "Village") has actively pursued solutions to these problems by developing a comprehensive Stormwater Utility. In addition, the Village's Comprehensive Plan and recent federal regulations mandate improvements to the Village's stormwater management infrastructure. This will require additional expenditures both for capital facilities (land and structures) and operation and maintenance (for example, cleaning and correcting erosion problems in ditches and culverts).

As a result, the Village Council enacted an ordinance to create a Stormwater Utility and provide a dedicated funding source for stormwater management. The Village Council has also adopted an amended and restated Initial Assessment Resolution, which identifies the area receiving stormwater management services from the Village and specifically describes the method of determining the stormwater service assessment for each parcel of property. It is estimated that the Village will collect $413,000 from the Stormwater Service Assessments for Fiscal Year 2026-27. The area receiving stormwater management services from the Village includes your property.

The Stormwater Service Assessments are based upon the estimated amount of stormwater runoff generated by impervious surface on the property. Impervious surfaces include the roof top, patios, driveways, parking lots and similar areas. The Village has determined that the average single-family residence in the Stormwater Service Area includes 3,322 square feet of impervious surface, which is the value of one "equivalent stormwater unit" or "ESU Value." Generally, the number of ESUs has been calculated individually for each parcel of property by dividing the impervious surface area by 3,322 square feet. Credit for privately maintained stormwater management facilities and other factors affecting the quantity or quality of stormwater runoff has also been applied, resulting in an assignment of Net ESUs. The number of Net ESUs assigned to your property is provided below.

The above parcel is subject to the stormwater assessment.

The following is a summary of the non-ad valorem special assessments being imposed on the above parcel for the fiscal year beginning October 1, 2026.

The total number of Net ESUs on the above parcel is «Units».

The annual stormwater assessment for the above parcel is $«TotalAsmtText» for the fiscal year commencing October 1, 2026.

The maximum annual stormwater service assessment for the above parcel without further is $«MaxAsmtText» for the Village’s fiscal year commencing October 1, 2026, and each fiscal year thereafter.

The Village Council will hold a public hearing at 5:30 p.m. on August 20, 2026, at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida, to receive comments on the proposed Stormwater Service Assessments, including their collection on the ad valorem tax bill. You are invited to attend and participate in the hearing. You may also file written objections with the Village Council within twenty (20) days of the date of this notice. If you decide to appeal any decision made by the Village Council with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, if you need a special accommodation or an interpreter to participate in this proceeding, please contact the Village Clerk at (305) 664-6412 at least seven days prior to the date of the hearing.

Copies of the legal documentation for the assessment program are available for inspection at the Village Clerk's office, located at 86800 Overseas Highway, Islamorada, Florida.

Because the Stormwater Service Assessment will be collected by the Tax Collector of Monroe County, pursuant to Chapter 197, Florida Statutes, failure to pay the Stormwater Service Assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title to your property.

If you have any questions regarding the number of Net ESUs assigned to your property or the amount of the Stormwater Service Assessment, please contact the Village at (305) 664-6446, Monday through Friday between 8:00 a.m. and 5:00 p.m.

*** * * * * THIS IS NOT A BILL* * * * ***

APPENDIX C

FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Mayor of the Village Council of Islamorada, Village of Islands, Florida (the "Village"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for stormwater management services (the "Non-Ad Valorem Assessment Roll") for the Village is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Monroe County Tax Collector by September 15, 2026.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Monroe County Tax Collector and made part of the above-described Non-Ad Valorem Assessment Roll this _____ day of _____, 2026.

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By:_____
Don Horton, Mayor

[to be delivered to the Monroe County Tax Collector prior to September 15, 2026]

Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: August 20, 2026
SUBJECT: **Resolution Approving the FY 26-27 Final Solid Waste Non-Ad Valorem Assessment Rate for Residential Services and Roll TAB 18**

Background:
On August 5, 1999, the Village Council of Islamorada, Village of Islands adopted Ordinance No. 99-11 (the "Assessment Ordinance") thereby authorizing the imposition and collection of annual solid waste service assessments for residential parcels within the Village. The Assessment Ordinance requires that the Village adopt both a Preliminary Rate Resolution and a final Annual Rate Resolution for each fiscal year to establish the rate of the assessment, approve the assessment roll, and direct and authorize the method of collection.

Through approval and adoption of Resolution No. 25-08-66 at its regular meeting on August 5, 2025, the Village Council established a maximum assessment rate for solid waste collection and disposal services of $550.00 per dwelling unit for FY 2025-2026 and for future fiscal years.

On June 9, 2026, pursuant to the Assessment Ordinance, the Village Council adopted Preliminary Rate Resolution No. 26-06-57, thereby initiating the annual process for updating the Solid Waste Service Assessment Roll and directing the re-imposition of assessments for the fiscal year beginning October 1, 2026 through September 30, 2027 (FY 2026-2027). The Preliminary Rate Resolution described the assessment program and the method of apportionment, set a public hearing date for final consideration, and authorized the mailing and publishing of notifications to affected property owners. Accordingly, a notice was also published in *The Key West Citizen* on July 30, 2026, and notices were mailed only to property owners who have been added to the solid waste assessment roll since last fiscal year.

Analysis:
The purpose of this public hearing is to allow for citizen comment prior to final adoption of the Annual Assessment Resolution and assessment roll. This assessment provides funding for residential solid waste collection and associated administrative/staff costs. The revised proposed Annual Rate Resolution for the FY 2026-2027 Solid Waste Service Assessment establishes an assessment rate of $550 per residential dwelling unit for FY 2026-2027. This rate represents a 7.84% increase from the prior year's solid waste assessment rate.

Budget Impact:
The assessment roll for the Fiscal Year 2026-2027 is estimated to include 4,461 dwelling units within the Village. At the rate of $550.00 per unit, the projected net revenue from this

assessment for FY 2026-2027 is $2,464,000. Final determination of revenue would be based on the total number of dwelling units on the updated certified tax roll for this fiscal year.

This resolution also includes a maximum or ‘not to exceed’ assessment rate of $550.00 per unit for future fiscal years. This would allow the Village to increase the assessment up to this maximum rate in future years, if needed, without the requirement to mail first-class notices to all properties.

Once the Annual Rate Resolution is adopted, the assessment roll must be certified by September 15, 2026, in order to be collected by the Monroe County Tax Collector. Collection of the special assessments and ad valorem taxes begins in November 2026.

Staff Impact:
The assessment program would be administered by the Village staff with assistance from its assessment consultant, Accenture LLP (formerly Anser Advisory Services).

Recommendation:
It is recommended that the Village Council adopt the attached Final Annual Rate Resolution for the FY 2026-2027 Solid Waste Service Assessment beginning October 1, 2026 through September 30, 2027.

Attachments: 1. FY26-27 Solid Waste Assessment

RESOLUTION NO. 26-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE IN ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA; REIMPOSING SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village Council of Islamorada, Village of Islands, Florida (the "Village"), has enacted Ordinance No. 99-11 (the "Ordinance"), which authorizes the annual re-imposition of annual Solid Waste Service Assessments for Solid Waste collection and disposal services, facilities or programs against certain Assessed Property within the Village; and

WHEREAS, the imposition of a Solid Waste Service Assessment for Solid Waste collection and disposal services, facilities or programs for each Fiscal Year is an equitable and efficient method of allocating and apportioning Solid Waste Costs among parcels of Assessed Property; and

WHEREAS, the Village Council desires to reimpose an annual Solid Waste collection and disposal assessment program within the Village, using the tax bill collection method for Fiscal Year 2026-2027, beginning on October 1, 2026 through September 30, 2027; and

WHEREAS, on June 9, 2026, pursuant to Chapter 46, Article III, Division 2, Section 46-93 of the Village Code of Ordinances, the Village Council adopted Resolution No. 26-06-57 (the "Preliminary Rate Resolution") containing a brief and general description of the Solid Waste collection and disposal services, facilities or programs to be provided to Assessed Property, describing the method of apportioning the Solid Waste Cost to compute the Solid Waste Service

Assessment for Solid Waste collection and disposal services, facilities or programs against Residential Property, designating a rate of assessment, and directing preparation of the Assessment Roll and providing the notice required by the Ordinance; and

WHEREAS, in order to reimpose Solid Waste Service Assessments for Fiscal Year 2026-2027, the Ordinance requires that the Village, after hearing comments and objections of all interested parties, adopt an Annual Rate Resolution during its budget adoption process for each Fiscal Year, which establishes the rate of assessment and approves the Assessment Roll for the upcoming Year, with such amendments as the Village Council deems appropriate; and

WHEREAS, the updated Solid Waste Service Assessment Roll has heretofore been filed with the office of the Village Manager and made available for inspection by the public as provided for in Section 2.03 of the Ordinance; and

WHEREAS, as required by the Ordinance, notice of a public hearing has been published and mailed to each Owner of Residential Property proposed to be charged a Solid Waste Service Assessment, notifying such Owners of the opportunity to be heard; the proof of publication and an affidavit of mailing are attached hereto as Appendices A and B respectively; and

WHEREAS, on August 20, 2026, a public hearing was duly held, and comments and objections of all interested persons have been heard and considered as required by the Ordinance.

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

Section 1. Authority. This Resolution is adopted pursuant to the provisions of Ordinance No. 99-11; Resolution No. 99-08-39, as amended (the "Initial Assessment Resolution"); Resolution No. 99-09-49 (the "Final Assessment Resolution"); Resolution No. 26-06-57 (the

"Preliminary Rate Resolution"); Article VIII, Section 2, Florida Constitution; Sections 166.021 and 166.041, Florida Statutes; and other applicable provisions of law.

Section 2. Definitions and Interpretation. This Resolution constitutes the Annual Rate Resolution as defined in the Ordinance for the imposition of Solid Waste Service Assessments. All capitalized terms in this Resolution shall have the meanings defined in the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution, and the Preliminary Rate Resolution.

Section 3. Approval of Assessment Roll. The Solid Waste Service Assessment Roll, which is currently on file in the office of the Village Manager and incorporated herein by reference, is hereby approved. The parcels of Assessed Property described in the Assessment Roll are hereby found to be specially benefited by the provision of Solid Waste collection and disposal services, facilities or programs described in the Preliminary Rate Resolution in the amount of the Solid Waste Service Assessment set forth in the updated Solid Waste Service Assessment Roll.

Section 4. Re-imposition of Solid Waste Service Assessments.

(A) It is hereby ascertained, determined and declared that each parcel of Assessed Property within the Village will be benefited by the Village's provision of Solid Waste collection and disposal services, facilities or programs in an amount not less than the Solid Waste Service Assessment for such parcel, computed in the manner set forth in the Preliminary Rate Resolution.

Adoption of this Annual Rate Resolution constitutes a legislative determination that all parcels assessed derive a special benefit, as set forth in the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution, and the Preliminary Rate Resolution, from the Solid Waste collection and disposal services, facilities or programs to be provided and a legislative

determination that the Solid Waste Service Assessments are fairly and reasonably apportioned among the Residential Properties that receive the special benefit as set forth in the Preliminary Rate Resolution.

(B) The method for computing Solid Waste Service Assessments described in the Preliminary Rate Resolution is hereby approved.

(C) For the Fiscal Year beginning October 1, 2026, the Solid Waste Cost of $2,464,000 shall be allocated among all parcels of Assessed Property, based upon each parcel's classification as Residential Property and the number of Dwelling Units for such parcels. An annual rate of assessment equal to $550.00 for solid waste and collection disposal services is hereby imposed for each Dwelling Unit. Solid Waste Service Assessments for Solid Waste collection and disposal services, facilities or programs in the amounts set forth in the Assessment Roll, as herein approved, are hereby levied and imposed on all parcels of Assessed Property described in the Assessment Roll.

(D) For future fiscal years, as authorized in Section 2.08 of the Ordinance, a maximum assessment rate of $550.00 per Dwelling Unit for solid waste and collection disposal services is hereby approved. This amount can continue to be imposed in future fiscal years without additional notice but is not required to be imposed.

(E) Any shortfall in the expected Solid Waste Service Assessment proceeds due to any reduction or exemption from payment of the Solid Waste Service Assessments required by law or authorized by the Council shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Solid Waste Service Assessments.

(F) Such Solid Waste Service Assessments shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien for Solid Waste Service Assessments shall be deemed perfected upon adoption by the Village Council of this Annual Rate Resolution. Upon perfection, the lien for Solid Waste Service Assessments collected under the Uniform Assessment Collection Act shall attach to the property included on the roll as of the prior January 1, the lien date for ad valorem taxes.

Section 5. Collection of Solid Waste Service Assessments. The Solid Waste Service Assessments shall be collected pursuant to the Uniform Assessment Collection Act, as provided for in Section 3.01 of the Ordinance. The Village Manager is hereby authorized and directed to certify and deliver or cause the certification and delivery of the Solid Waste Assessment Roll for the Solid Waste Service Assessments to the Tax Collector by September 15, 2023, in the manner prescribed by Section 197.3632, Florida Statutes. The Solid Waste Service Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

Section 6. Confirmation of Preliminary Rate Resolution. The Preliminary Rate Resolution is hereby confirmed.

Section 7. Effect of Adoption of Resolution. The adoption of this Annual Rate Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the apportionment methodology, the rate of assessment, the adoption of the Solid Waste Service Assessment Roll and the levy and lien of the Solid Waste Service Assessments) unless

proper steps shall be initiated in a court of competent jurisdiction to secure relief within twenty (20) days from the date of this Annual Rate Resolution.

Section 8. Severability. If any clause, section, or other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or application of this Resolution.

Section 9. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

Remainder of this page intentionally left blank.

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

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

PASSED AND ADOPTED ON THIS 20TH DAY OF AUGUST 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 ONLY

_____
JOHN J. QUICK, VILLAGE ATTORNEY

APPENDIX A

AFFIDAVIT REGARDING
NOTICE MAILED TO PROPERTY OWNERS

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA
86800 OVERSEAS HIGHWAY
ISLAMORADA, FL 33036

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA
NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF SOLID WASTE NON-AD VALOREM ASSESSMENTS

NOTICE DATE: JULY 30, 2026

«OwnerName1»
«OwnerName2»
«OwnerAddress1»
«OwnerAddress2»
«OwnerCity», «OwnerState» «OwnerZIP»

Sequence No. «SeqNum»
Parcel ID: «PID»
Alternate Key #: «AltKey»
Legal Description: «LegalDesc»

*** * * * * NOTICE TO PROPERTY OWNER * * * * ***

Dear Property Owner:

As required by section 197.3632, Florida Statutes, and the direction of the Village Council notice is given by Islamorada, Village of Islands, that annual assessments for solid waste services using the tax bill collection method, may be reimposed and levied on your property. The use of an annual special assessment to fund solid waste services benefiting improved property located within Islamorada, Village of Islands, in the past has proven to be fair, efficient and effective. The total annual solid waste assessment revenue to be collected within Islamorada, Village of Islands, is estimated to be $2,464,000. The annual solid waste assessment is based on the number of residential dwelling units contained on each parcel of property.

The above parcel is subject to the solid waste assessment.

The following is a summary of the non-ad valorem special assessments being imposed on the above parcel for the fiscal year beginning October 1, 2026.

The total number of residential dwelling units on the above parcel is «Units».

The annual solid waste assessment for the above parcel for fiscal year commencing October 1, 2026 is $«TotalAsmtText».

The maximum annual solid waste service assessment that can be imposed without further notice for future fiscal years for the above parcel is $«MaxText».

A public hearing will be held at 5:30 p.m. on August 20, 2026, at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida, for the purpose of receiving public comment on the proposed assessments. You and all other affected property owners have a right to appear at the hearing and to file written objections with the Village Council within 20 calendar days of the date of this notice. If you decide to appeal any decision made by the Village Council with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Village Clerk at (305) 664-6412, at least seven (7) days prior to the date of the hearing.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of Village Council action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

Copies of the legal documentation for the assessment program are available for inspection at the Village Clerk's office, located at 86800 Overseas Highway, Islamorada, Florida.

The special assessment amount shown on this notice and the ad valorem taxes for the above parcel will be collected on the ad valorem tax bill mailed in November of each year that the assessment is imposed. Failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title.

If there is a mistake on this notice, it will be corrected. If you have any questions, please contact the Village at (305) 664-6446, Monday through Friday between 8:00 a.m. and 5:00 p.m.

*** * * * * THIS IS NOT A BILL * * * * ***

APPENDIX B

PROOF OF PUBLICATION

KEYS CITIZEN
KeysNews.com
Many Islands One Voice
The Florida Keys Only Daily Newspaper, Est. 1876
PO Box 1800, Key West FL 33041
P: (941) 206-1025 F: (305) 294-0768
legals@keysnews.com

ISLAMORADA VILLAGE OF ISLANDS
86800 OVERSEAS HWY
ISLAMORADA FL 33036-3162

Account: 421294 Ticket: 3994015

PUBLISHER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MONROE

[legal.text]

Before the undersigned authority personally appeared

_____Amber Douglas_____, who on oath says that he or she is

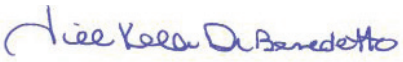
The legal advertising representative of the Key West Citizen, a five day newspaper published in Key West, in Monroe County, Florida; that the attached copy of advertisment, being a legal notice in the matter of was published in said newspaper in the issues of:

Thursday, July 30, 2026

Affiant further says that the Key West Citizen is a newspaper published in Key West, in said Monroe County, Florida and that the said newspapers has heretofore been continuously published in said Monroe County, Florida Tuesday thru Saturday weekly, and has been entered as periodicals matter at the post office in Key West, in said Monroe County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

(Signature of Affiant)

Affirmed and subscribed before me this 30th day of July 2026



(Notary Public Signature)

_____Jill Kelli Di Benedetto_____
(Notary Public Printed Name)

My commission expires _____8/19/2027_____

Personally Known _X_ Produced Identification ___
Type of Identification Produced _____ (Notary Seal)_____

Marathon names Lt. Shana J. Rogers new Fire Chief

STAFF REPORT

The City of Marathon has announced Lt. Shana J. Rogers has accepted the role of Marathon Fire Rescue Chief.

Rogers, who has been with MFR for more than 21 years, becomes the first female Fire Chief in Marathon and the Florida Keys. She joins a growing list of women throughout the state and the nation taking over the role, according to the Florida Fire Chiefs' Association.

"One of the greatest advantages of being promoted from within is the opportunity to build on relationships that have already been established," Rogers said. "We know one another's strengths, we've faced challenges together, and we've earned each other's trust. That foundation creates continuity, strengthens teamwork, and allows us to focus on moving the department forward from day one."

Rogers

She shares the credit for her promotion with those she has work with during the past two decades.

"I also have the honor and privilege of serving an organization that provides an extraordinary level of fire and emergency medical services to the residents and visitors of Marathon. I am fortunate to work alongside an exceptional team of dedicated professionals whose commitment to excellence is evident every day.

"With the continued support of our city leadership and staff, I believe we are well-positioned to continue strengthening our organization and the exceptional service we provide."

In taking the position, Rogers is focusing on the continued advancement of the department and its employees to the benefit of the Marathon community.

"I'd like to continue the forward movement of the department — ensuring we are always up-to-date with the latest skills and technology and that we are trained to exceed the expectations of our community and those who rely on us when they are in need," Rogers said. "I am also grateful for the increasing recognition of the impact this profession can have on the mental well-being of firefighters. I intend to support the use of every available resource, including those provided through our department, to help ensure our personnel are well cared for and that they continue to look after one another, both on and off duty."

Rogers received her bachelor's degree in nutrition from the University of Florida, and her master's degree in social work, with a focus on mental health, from Barry University.

She had planned a career in medicine but discovered the Fire Service through friends, she said. In it, she found her calling.

"It combines the opportunity to help people with a profession that is dynamic, challenging, and is never the same from one day to the next," Rogers said. "The teamwork and problem-solving, along with the excitement and adrenaline that come with the job, made it clear to me that Fire Rescue was exactly where I belonged."

Rogers said one of the biggest challenges her department faces is staffing.

"There's no easy solution," she said. "I do, however, understand the importance of balancing the needs of the department alongside an understanding of city priorities and resource constraints. This delicate balance is required to ensure we approach each challenge responsibly without losing momentum. Maintaining open lines of communication with our personnel, the City Council, and the wider Marathon community is one of the best ways I know how to work through these types of challenges."

ashley.rodriguez@keysnews.com

NOTICE

A summary of the Florida Keys Aqueduct Authority's proposed annual budget for the fiscal year ending September 30, 2027 is presented below. This proposed budget was presented at two public hearings on June 2 and July 7. Our final hearing will be held on August 4, 2026. The Authority's board must adopt a budget at least thirty days before the beginning of its fiscal year (October 1). The complete budget can be found on the Authority's website, www.fkaa.com, under the August 4, 2026 budget public hearing agenda.

Florida Keys Aqueduct Authority
Proposed Summary Budget

For the fiscal year ending September 30, 2027

	2026 Budget	Proposed 2027 budget
Utility operating revenue	$ 109,427,000	**$ 119,535,000**
Interest income	1,000,000	**1,000,000**
System development fees and other income	2,940,000	**2,940,000**
Special assessments or appropriations	18,500,000	**27,481,500**
Proceeds from issuance of debt, net of issue costs	35,947,500	**10,486,000**
Total budgeted sources of funds	167,814,500	**161,442,500**
Total budgeted uses of funds		
Operating expenses (excluding depreciation)	87,858,446	**91,559,838**
Capital improvement projects	82,250,000	**64,850,000**
Debt service	15,611,102	**17,985,944**
Total budgeted uses of funds	185,719,548	**174,395,782**
Excess sources available for reserves and other uses	(17,905,048)	**(12,953,282)**
Estimated beginning cash and investments	49,287,435	**105,266,514**
Proceed change in actual cash and investments	$ 73,884,127	
Estimated ending cash and investments	$ 105,266,514	**$ 92,313,232**

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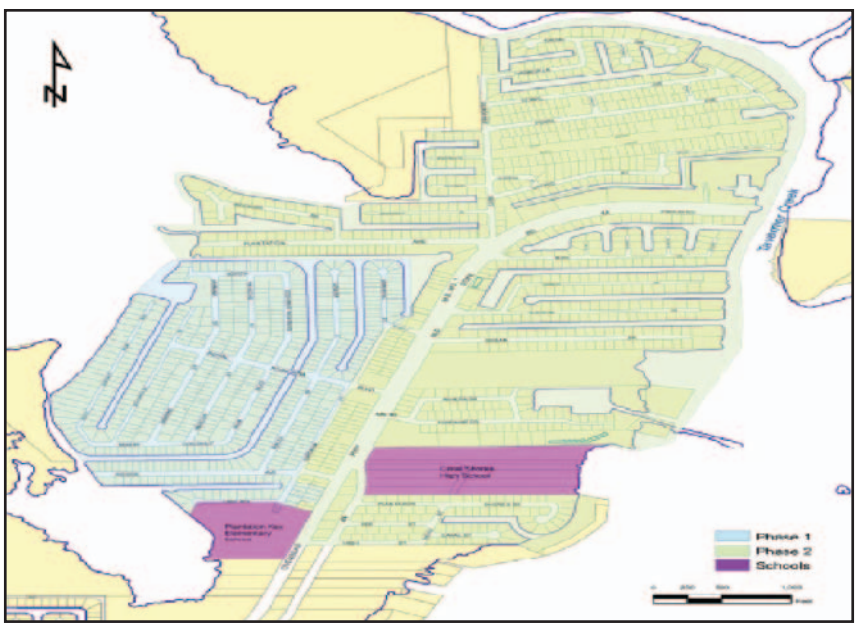

NOTICE OF HEARING TO REIMPOSE AND PROVIDE FOR COLLECTION OF ASSESSMENTS FOR WASTEWATER COLLECTION AND TREATMENT FACILITIES FOR NORTH PLANTATION KEY AND NORTH PLANTATION KEY SUPPLEMENTAL

Notice is hereby given that the Village Council of Islamorada, Village of Islands, will conduct a public hearing to consider reimposing assessments for the Fiscal Year beginning October 1, 2026, against certain properties located within the North Plantation Key Assessment Area and the North Plantation Key Supplemental Assessment Area, as shown above, to fund Wastewater Collection and Treatment Facilities provided to such properties and to authorize collection of such assessments on the tax bill.

The public hearing will be held at 5:30 p.m. or as soon thereafter as possible on August 20, 2026, at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Village Council within twenty (20) calendar days of the date of this notice. If a person decides to appeal any decision made by the Village Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Village Clerk at (305) 664-6412, at least seven (7) days prior to the date of the hearing.

The total annual assessment revenue to be collected within the Village of Islamorada for the upcoming fiscal year for the North Plantation Key Assessment Area is $371,000 and for the North Plantation Key Supplemental Assessment Area is estimated to be $2,400.

The maximum annual rate of assessment for the North Plantation Key Assessment Area for the upcoming fiscal year commencing on October 1, 2026, and future fiscal years shall be $106.96 per EDU and a maximum annual rate of assessment of $340.55 per Connection.

The original rules established for the North Plantation Key Assessment Area assigned one equivalent dwelling unit (EDU) to each single-family tax parcel and 0.8 EDUs to each multi-family dwelling unit. In 2009, the Village Council decided to provide for a uniform set of rules for the calculation of wastewater assessments throughout the Village. The uniform rules assign one (1) EDU to each single-family dwelling unit and one (1) EDU to each multi-family dwelling unit. The application of the uniform rules to the North Plantation Key Assessment Area produces supplemental assessment amounts for affected properties. The supplemental assessment for each affected parcel of property is based upon the number of additional EDUs attributable to the property based on the uniform rules (one (1) EDU for every additional single family dwelling unit and 0.2 EDUs for each multi-family dwelling unit). The annual assessment will include your share of the principal, interest, and collection costs. The maximum annual assessment is estimated to be $132.00 per EDU (which equals $26.40 for each multi-family dwelling unit and $132.00 for each additional single family dwelling unit) for Fiscal Year 2026-27 and future fiscal years.

Copies of the Assessment Ordinance (Ordinance No. 05-16), the Initial Assessment Resolution (Resolution No. 05-08-42), the Initial Assessment Resolution (Resolution No. 09-08-68), the Final Assessment Resolution (Resolution No. 05-09-49), the Final Assessment Resolution (Resolution No. 09-09-77), the Annual Rate Resolutions initiating the annual process of updating the Assessment Rolls and reimposing the Assessments, and the updated Assessment Rolls for the upcoming Fiscal Year are available for inspection at the Village Clerk's office, located at 86800 Overseas Highway, Islamorada, Florida. If you have any questions, please contact the Village at (305) 664-6446, Monday through Friday between 8:00 a.m. and 5:00 p.m.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2026, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

VILLAGE COUNCIL OF
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

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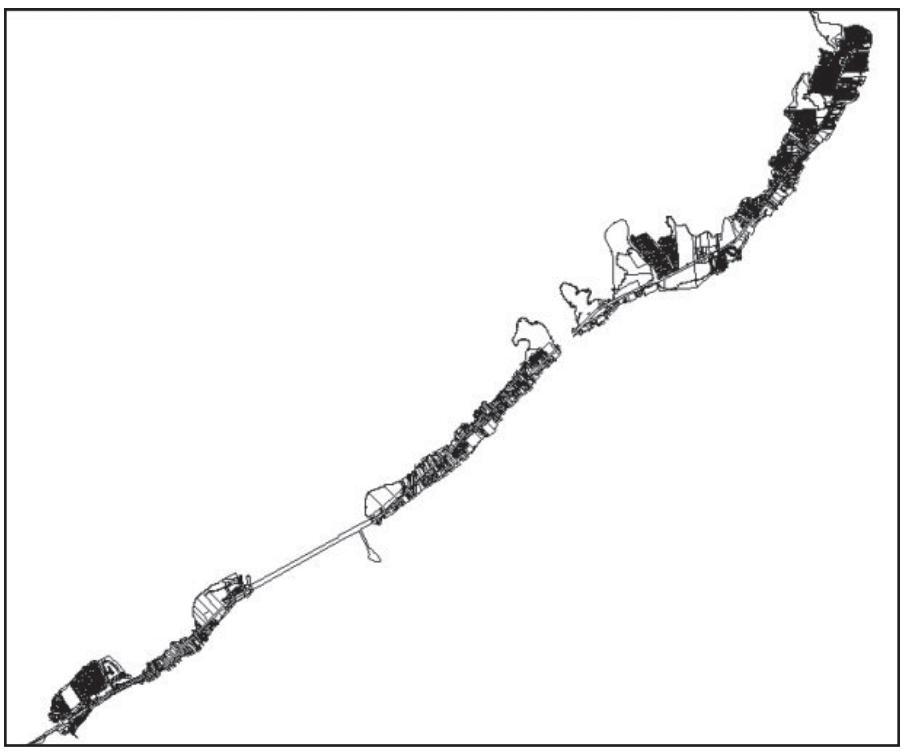

NOTICE OF HEARING TO REIMPOSE AND PROVIDE FOR COLLECTION OF SOLID WASTE SERVICE SPECIAL ASSESSMENTS

Notice is hereby given that the Village Council of Islamorada, Village of Islands, will conduct a public hearing to consider reimposing solid waste service assessments for the Fiscal Year beginning October 1, 2026, against certain improved residential properties located within the incorporated area of the Village, to fund the cost of solid waste collection and disposal services, facilities and programs provided to such properties and to authorize collection of such assessments on the tax bill.

The public hearing will be held at 5:30 p.m. on August 20, 2026, at Founders Park Community Center, 87000 Overseas Highway, Islamorada, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Village Council within 20 calendar days of the date of this notice. If a person decides to appeal any decision made by the Village Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Village Clerk at (305) 664-6412, at least seven (7) days prior to the date of the hearing.

The total annual solid waste assessment revenue to be collected within the Village of Islamorada for the upcoming fiscal year is estimated to be $2,464,000. The rate of assessment for the upcoming fiscal year shall be $550.00 per Dwelling Unit. The maximum rate of assessment that can be imposed in the fiscal year commencing October 1, 2026 and future fiscal years shall be $550.00 per Dwelling Unit. Copies of the Solid Waste Service Assessment Ordinance (Ordinance No. 99-11), the Initial Assessment Resolution (Resolution No. 99-08-39), the Final Assessment Resolution (Resolution No. 99-09-49), the Preliminary Rate Resolution initiating the annual process of updating the Assessment Roll and reimposing the Solid Waste Service Assessments, and the updated Assessment Roll for the upcoming fiscal year are available for inspection at the Village Clerk's office, located at 86800 Overseas Highway, Islamorada, Florida.

If you have any questions, please contact the Village at (305) 664-6446, Monday through Friday between 8:00 a.m. and 5:00 p.m.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2026, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

VILLAGE COUNCIL OF
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

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APPENDIX C

FORM OF CERTIFICATE TO
NON AD-VALOREM ASSESSMENT ROLL

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Mayor of Islamorada, Village of Islands, Florida or the authorized agent of Islamorada, Village of Islands, Florida (the "Village"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for solid waste services (the "Non-Ad Valorem Assessment Roll") for the Village is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Monroe County Tax Collector by September 15, 2026.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Monroe County Tax Collector and made part of the above-described Non-Ad Valorem Assessment Roll this _____ day of _____, 2026.

ISLAMORADA, VILLAGE OF ISLANDS,
FLORIDA

By:_____
Don Horton, Mayor

[to be delivered to the Monroe County Tax Collector prior to September 15, 2026]

Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: August 20, 2026
SUBJECT: **Resolution Approving Fourth Addendum to Island Disposal Contractual Services Agreement TAB 19**

Background:
At a regular meeting on July 17, 2023, the Village Council adopted Resolution No. 23-07-06 approving the Contractual Services Agreement ("CSA") for Solid Waste, Yard Waste and Recycling Collection and Disposal Services (the "Agreement") with Island Disposal Company (the Contractor") to become effective January 1, 2024. The services were procured through a competitive bid advertised through Request for Proposals (RFP) 23-05.

Subsequent to approval of the CSA, the Village Council adopted Resolution No. 24-02-10 approving the First Amendment to the CSA to make a minor amendment to the fees for commercial compacted garbage. The Village and the Contractor subsequently entered into the Second Amendment on October 18, 2024, and a Third Amendment to the Agreement to address intervening rate and service modifications prior to this proposed Fourth Amendment.

Analysis:
A resolution is proposed to allow Council to formally approve the automatic rate adjustment. The Contractor provided the new residential rates to begin on October 1, 2026, based upon Monroe County raising its disposal fees for garbage, recycling and yard waste and to account for the CPI increase of 3.4% for collection and hauling and a 5% increase for disposal (Exhibit "1" to the proposed resolution). The change to the monthly residential rates is an increase from $45.61 to $47.52.

The Contractor also provided new rates for its commercial customers (Page 2 of Exhibit 1 to the proposed resolution). The Contractor invoices commercial customers directly.

Budget Impact:
The budget impact to the Village from the residential rate increase would be an increase in the monthly billed amount from $171,473.08 to $178,653.81. The budget impact to the Village from the commercial rate increase would be an increase in the 15% franchise fee remitted to the Village.

Staff Impact:
There would be no direct staff impact to the Village as a result of adoption of the attached resolution.

Recommendation:
Approval and adoption of the attached resolution is recommended.

Attachments:
1. 4th Amendment Resolution
2. Exhibit A - Fourth Amendment_Island Disposal Agreement
3. Exhibit 1 Revised Rate Sheet CPI 3.4%

RESOLUTION NO. 26-

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

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

WHEREAS, the parties desire to enter into the Fourth Amendment to the Agreement (the "Fourth Amendment") to modify both the residential and commercial rates per Exhibit 1 attached to the Fourth Amendment which is attached hereto as Exhibit "A"; and

WHEREAS, the Village Council finds that approval of the Fourth Amendment is in the best interest of the Village and its residents.

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

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

Section 2. Approval of Fourth Amendment. The Village Council of Islamorada, Village of Islands, hereby approves the increase in rates as set forth in Exhibit 1 to the Fourth Amendment and approves the Fourth Amendment attached hereto as Exhibit "A."

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

Section 4. Authorization of Implementation. The Village Manager and/or his designee is authorized to implement the terms and conditions of the Fourth Amendment to the Agreement.

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

Remainder of this page intentionally left blank.

Motion to adopt by _____, seconded by _____.

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

Mayor Don Horton	____
Vice Mayor Sharon Mahoney	____
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

FOURTH AMENDMENT

TO CONTRACTUAL SERVICES AGREEMENT
FOR
RESIDENTIAL AND COMMERCIAL SOLID WASTE, YARD WASTE AND RECYCLING COLLECTION AND DISPOSAL SERVICES
BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA
AND
ISLAND DISPOSAL COMPANY

THIS FOURTH AMENDMENT to the Agreement (the "Fourth Amendment") is made between **ISLAND DISPOSAL COMPANY**, a Florida corporation ("CONTRACTOR"), and **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA,** a Florida municipal corporation (the "VILLAGE").

WHEREAS, CONTRACTOR and VILLAGE entered into a certain Contractual Services Agreement for Solid Waste, Yard Waste and Recycling Collection and Disposal Services (the "Agreement") effective January 1, 2024; and

WHEREAS, the parties desire to enter into this Fourth Amendment to modify both the residential rates per Exhibit 1 and commercial rates per Exhibit 2.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Third Amendment, CONTRACTOR and VILLAGE agree as follows.

Section 1. Amendment to Agreement.

A. Pricing Sheet 5 is amended as reflected on Exhibit "1" attached hereto.

B. Prohibition on Diversity Equity and Inclusion (DEI). Commencing January 1, 2027, the Contractor certifies that it does not and will not use Village funds to require its employees, contractors, subcontractors, consultants, subconsultants, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in Sections 125.595(1) and 166.04971(1), Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 287.139, Florida Statutes, complies with the requirements therein, and certifies that it shall remain in compliance with this certification throughout the term of this Agreement. If the Contractor fails to comply with any of the requirements of Section 287.139, Florida Statutes, during the term of this Agreement, the Village may immediately terminate this Agreement for cause.

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

Section 3. **Effective Date.** This Fourth Amendment shall be effective upon full execution by all parties.

IN WITNESS WHEREOF, these parties execute this Fourth Amendment on the respective dates under each signature: VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, and by CONTRACTOR by and through its principal.

VILLAGE:

Attest:

ISLAMORADA, VILLAGE OF ISLANDS

_____
Marne McGrath, Village Clerk

By:_____
Ron Saunders
Village Manager

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

Date:_____

_____
John J. Quick, Village Attorney

CONTRACTOR:

ISLAND DISPOSAL COMPANY

_____
Witness

By:_____
Signature

_____
Witness

Brian Lindback, President
Title

_____
Date

Island Disposal Services, LLC
Rate Increase Calculation Effective 10/1/2026
As of August 4, 2026

Residential

	Current Rate 6/26 yr					Proposed 10/1/2026		
	Collection	Disposal	Total	CPI - Collection & Hauling	CPI - Disposal	Collection & Hauling	Disposal	Total
Solid waste 2x/wk	$ 17.77	$ 10.13	$ 27.90	3.40%	5.00%	$ 18.37	$ 10.64	$ 29.01
Yard waste 1x/wk	$ 7.89	$ 2.35	10.24	3.40%	5.00%	$ 8.16	$ 2.47	$ 10.63
Recycle 1x/wk	$ 4.84	$ 2.63	7.47	3.40%	5.00%	$ 5.01	$ 2.76	$ 7.77
Total/month	$ 30.50	$ 15.11	$ 45.61			$ 31.54	$ 15.87	$ 47.40

	Current	Proposed
Special Collections of Yard Trash(Oversize)	$ 51.27	$ 53.31
Blended increase for Residential Yardwaste		
Hazardous Waste Disposal Event		
Annual 3.4% CPI	$41,400.00	$42,807.60
Quarterly 3.4% CPI	$10,350.00	$10,701.90

Commercial

	Current	Proposed
Container Rental/Maintenance	$ 26.68	$ 27.59
Rate per non-compacted cubic yard	$ 26.25	$ 27.76

Lock/Chain set up 3.4% increase	$ 106.71	$ 110.34
Extra Collection	$ 84.99	$ 88.37
Compacted Yard trash (per cubic yard)	$ 28.09	$ 29.21
Rolling out of container (per roll out) 3.4% increase	$ 9.80	$ 10.17
Garbage compactor, roll off(compacted yardage)	$ 137.98	$ 143.47
Commercial Recycling		
Cardboard collection per loose yard	$ 14.70	$ 16.20
96-gallon Commingled Recycling 1x/wk	$ 88.79	$ 97.84
65-gallon commingled Recycling 1x/wk	$ 59.19	$ 65.22
35-gallon commingled Recycling 1x/wk	$ 29.60	$ 32.62
one (1) cubic yard dumpster-commingled materials 1x/wk	$ 102.94	$ 113.43
two (2) cubic yard dumpster-commingled materials 1x/wk	$ 205.89	$ 226.87

New Commercial Rates
Effective October 1, 2026

Rate/Yard $ 27.76

	1x/wk	2x/wk	3x/wk	4x/wk	5x/wk	6x/wk
1 Yard	$ 120.21	$ 240.41	$ 360.62	$ 480.83	$ 601.04	$ 721.24
2 Yard	$ 240.41	$ 480.83	$ 721.24	$ 961.66	$ 1,202.07	$ 1,442.49
3 Yard	$ 360.62	$ 721.24	$ 1,081.87	$ 1,442.49	$ 1,803.11	$ 2,163.73
4 Yard	$ 480.83	$ 961.66	$ 1,442.49	$ 1,923.32	$ 2,404.15	$ 2,884.98
6 Yard	$ 721.24	$ 1,442.49	$ 2,163.73	$ 2,884.98	$ 3,606.22	$ 4,327.47
8 Yard	$ 961.66	$ 1,923.32	$ 2,884.98	$ 3,846.64	$ 4,808.29	$ 5,769.95

Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: August 20, 2026
SUBJECT: **Resolution Approving a First Amendment to Project Agreement Work Authorization Number 3 with Page Excavating, Inc. TAB 20**

Background:
Resulting from a competitive bid process conducted by the Village in 2023 to establish a library or pool of contractors to support the Wastewater Department, the Village entered into a Continuing Services Agreement ("CSA") with Page Excavating, Inc. ("Page") effective September 19, 2023. Through work authorizations entered into each fiscal year under the CSA, the Village specifies a scope of work for Page's services and a not-to-exceed amount.

At its meeting on October 8, 2024, the Village Council adopted Resolution No. 24-10-115 approving Work Authorization No. 2 under the CSA for services in FY 2025-2026 for a not-to-exceed amount of $1,165,000.00.

As of August 6th, 2026, the Village has paid Page $551,250.00 for Repair and Maintenance costs associated with the wastewater system and $613,750.00 for Infrastructure capital project costs associated with the wastewater system. The total payments to Page as of May 29, 2026, for FY 2025-2026 is $1,161,015.00 leaving $3,985.00 remaining on the original not-to-exceed amount of $1,165,000.00.

The Village continues to utilize Page to remove and replace vents and check valves, to reset and replace concrete vacuum pit rings, and to install new vacuum pits and laterals.

Analysis:
The attached Resolution provides approval for a First Amendment to Work Authorization No. 3 to the First Amendment to Work Authorization No. 2 (Exhibit A) provides a listing of additional work needed to be performed in FY 2025-2026 through September 30, 2026, and an estimate of the cost of those services. The First Amendment would add an additional $70,000.00 to the not-to-exceed amount in Work Authorization No. 3 with Page of $1,165,000.00, for a fiscal year total of $1,235,000.00.

Budget Impact:
The purchases / payments would be recorded primarily in the Wastewater Enterprise Fund's Capital Outlay – Infrastructure account with Repair and Maintenance costs being recorded in the Repair and Maintenance account. The original FY 2025-2026 Wastewater Enterprise Fund budget included $613,750.00 for infrastructure capital projects and $552,250.00 for repair and maintenance costs. At the end of the year, infrastructure capital project expenses

will be capitalized as assets of the Village-wide wastewater collection and transmission system. A final budget amendment will be presented to the Village Council at the fiscal year-end. Additionally, some of the jobs completed as well as anticipated are reimbursable by the benefiting property owner. To date, $1,161,015.00 has been invoiced to the property owners for work required and/or requested by them. These funds are recovered and are a pass-through cost to the property owner for work completed.

Wastewater rates are the funding source for Page's services pending confirmation of grant funds available from the U. S. Army Corps of Engineers through the Florida Keys Water Quality Improvement Program, where reimbursement is at 65% of total invoices or grant funds available from the Florida Department of Environmental Protection's Stewardship Act Grant program where reimbursement is at 100% of total invoices. The Finance Department will evaluate these funding sources as they are available.

Staff Impact:
Village Wastewater staff will oversee the completion of the work and request services as needed.

Recommendation:
It is recommended that the Village Council adopt the attached Resolution, thereby approving a First Amendment to Work Authorization No. 3 Between Page and the Village.

Attachments:
1. Resolution First Amendment to WA#3
2. Exhibit A

RESOLUTION NO.

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A FIRST AMENDMENT TO WORK AUTHORIZATION NO. 3 BETWEEN PAGE EXCAVATING, INC. AND ISLAMORADA, VILLAGE OF ISLANDS, INCREASING THE NOT-TO-EXCEED AMOUNT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE FIRST AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, at its meeting on October 8, 2024, the Village Council of Islamorada, Village of Islands, (the "Village Council") adopted Resolution No. 24-10-115 approving Work Authorization No. 3 with Page Excavating, Inc. ("Page") to provide Wastewater Construction, Installation, and Repair Services to the Village's Wastewater Department for a not-to-exceed fee of One Million One Hundred Sixty Five Thousand and no/100 Dollars ($1,165,000.00); and

WHEREAS, the Wastewater Department has identified additional work needed through September 30, 2026, at an increased cost of Seventy Thousand and no/100 Dollars ($70,000.00) bringing the total not-to-exceed amount to One Million and Two Hundred Thousand Thirty-Five Dollars and Zero Cents ($1,235,000.000); and

WHEREAS, the Village Council finds that approval of the First Amendment to Work Authorization No. 3 attached as Exhibit "A" with Page is in the best interest of the Village.

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

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

Section 2. Approval of First Amendment. The Village Council hereby approves the First Amendment to Work Authorization No. 3 between Page and the Village for provision of services through September 30, 2026, and increasing the not-to-exceed fee to One Million and Two Hundred Thousand Thirty-Five Dollars and Zero Cents ($1,235,000.00).

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

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the First Amendment.

Section 5. Execution of Amendment. The Village Manager and/or his designee is authorized to execute the First Amendment to Work Authorization No. 3 on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Amendment and to execute any extensions and/or amendments to the Amendment, subject to the approval as to form and legality by the Village Attorney.

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

Remainder of this page intentionally left blank.

Motion to adopt by _____, second by _____.

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

Mayor Don Horton ____
Vice Mayor Sharon Mahoney ____
Councilman Steve Friedman ____
Councilwoman 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

RESOLUTION NO. 25-10-92

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

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

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

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

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

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

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

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

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

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

Section 2. Approval of Work Authorization. The Village Council hereby ratifies and approves Work Authorization No. 3 between Page and the Village for provision of services under the Agreement for FY 2025-2026.

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

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of Work Authorization No. 3.

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

execute Work Authorization No. 3 on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of Work Authorization No. 3 and to execute any extensions and/or amendments to Work Authorization No. 3, subject to the approval as to form and legality by the Village Attorney.

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

Motion to adopt by Don Horton, second by Deb Gillis.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

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

PASSED AND ADOPTED ON THIS 7th DAY OF OCTOBER, 2025.

Sharon Mahoney
SHARON MAHONEY, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

EXHIBIT "A"

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

PAGE EXCAVATING, INC.

For

Work Authorization No. 3

Wastewater Support Services

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

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

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

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

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the CSA, prior to any deviation from the terms of this Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

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

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

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGES

3.1 Term. This Project Agreement shall commence retroactive to October 1, ~~2024~~ 2025, and shall continue in full force and effect through, September 30, ~~2025~~ 2026 unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manager may extend the term of this Project Agreement through written notification to the CONSULTANT. Such extension shall not exceed (30) days. No further extensions of this Project Agreement shall be effective unless authorized by the Village Council.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

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

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

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices.

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

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

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

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

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

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

SECTION 6. TERMINATION/SUSPENSION

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

6.2 For Convenience. This Project Agreement may be terminated by the VILLAGE for convenience upon five (5) calendar days written notice to the CONSULTANT. In the event of such a termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The

CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. hereof. Under no circumstances shall the VILLAGE make payment to the CONSULTANT for services which have not been performed.

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

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

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

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

NAME	**FUNCTION**
Mark Page	Owner

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

SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT

All terms and conditions of the "Continuing Service Agreement" between the VILLAGE and CONSULTANT, dated September 19, 2023, shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 9. SEVERABILITY

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

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

VILLAGE
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By:_____
Ron Saunders, Village Manager

The 7 day of October 2025.

AUTHENTICATION:

_____
Marne McGrath, Village Clerk

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

_____
John J. Quick, Village Attorney

CONSULTANT
PAGE EXCAVATING, INC.

By: _____

Print Name: MARK PAGE

Title: PRES

The 14 day of Oct, 2024.

AUTHENTICATE:

_____
Secretary

_____
Print Name

(CORPORATE SEAL)

WITNESSES:

Stephanie Condle

Print Name: Stephanie Condle

Marne McG

Print Name: Marne McGrath

Council Communication

To: Mayor and Village Council
From: Terry Abel, Fire Chief
Date: August 20, 2026
SUBJECT: **Resolution Approving Amendment Number 3 to the Agreement with Tetra Tech, Inc., for Debris Monitoring Services and Adding Financial Recovery Assistance Services TAB 21**

Background:
The Village advertised a Request for Proposals (RFP) for Debris Monitoring Services (RFP 17-06) from June 1, 2017 through July 7, 2017. At its regular meeting on August 3, 2017, the Village Council passed and adopted Resolution No. 17-08-52, thereby approving the final rankings and recommendations of the RFP 17-06 Review Committee. The Review Committee recommended the highest-ranked proposer, Tetra Tech, Inc. ("Tetra Tech"), for selection to provide debris monitoring services. Resolution No. 17-08-52 authorized the Village Manager and the Village Attorney to negotiate the terms and conditions of a Professional Services Agreement with Tetra Tech to be subsequently presented to the Village Council for its approval. At its regular meeting on September 6, 2017, the Village Council ratified a Professional Services Agreement with Tetra Tech that had been executed by the Village Manager on September 5, 2017.

The Village engaged Ashbritt, Inc., to provide debris management services and Tetra Tech, Inc., to provide debris monitoring services. The two companies successfully worked together to provide a high level of service to the Village. Article 11 of the Agreement with Tetra Tech does not specify a termination date and provides that the Agreement shall take effect as of the date of execution as shown therein and continue for such time as is contemplated by the Village.

On February 13, 2020, the Village Council adopted Resolution No. 20-02-13 approving Amendment No. 1 to the Agreement incorporating federal procurement language from 2 C.F.R. Part 200. On July 6, 2023, The Village Council adopted Resolution No. 23-07-63 approving Amendment No. 2 for market rate and CPI-U rate changes to their fee schedule.

Analysis:
Tetra Tech provides valuable debris monitoring services to the Village as well as assistance with Florida Department of Emergency Management(FDEM) recovery framework onboarding and mitigation. The Village continues to need a contractor for debris monitoring services and for financial recovery assistance services to request cost reimbursement from the Federal Emergency Management Administration ("FEMA") and the FDEM should a hurricane event occur. Tetra Tech is a leading, global provider of consulting and engineering services, and they have 27,000 employees worldwide. Tetra Tech staff that have assisted the Village to date work primarily out of the Maitland, Florida, office. They continue to be responsive to the

Village, and many of the same employees who assisted the Village in response to Hurricane Irma still work for Tetra Tech today.

For the 2026 Hurricane season, Tetra Tech provided an updated fee schedule for continuing debris monitoring services and financial recovery assistance services for Village Council consideration. The fees included in the 2016 Agreement reflect changes in pricing based on the change in the Consumer Price Index for All Urban Consumers (CPI-U). Resolution to approve Amendment No. 3 to the Agreement with Tetra Tech, and Exhibit 1 to Amendment No. 3 is the proposed 2026 fee schedule.

Alternatively, the Village Council may opt to direct staff to go through a new bid process to seek proposals for debris monitoring services and for financial recovery assistance services. In that event, the Agreement with Tetra Tech would not be terminated until the new bid process is completed. Amendment No. 3 would still be needed to establish rates for 2026 should an event occur before a new bid process can be completed.

Budget Impact:
Payment for services under the Agreement does not occur unless an actual emergency or natural disaster event occurs and the Village issues a work authorization to the Contractor. If a hurricane impacts Islamorada, staff would seek approval from the Village Council to issue a work authorization under the Agreement, to specify a not-to-exceed amount for the services, and to utilize assigned fund balance accordingly.

Staff Impact:
Staff will work with the Contractor before a storm event occurs to ensure policies are in place and procedures are identified in preparation of a storm event or other disaster. Village staff at the direction of the Village Manager and Emergency Manager/Fire Chief would manage the contract, oversee contractor activities, and ensure that the Village's corresponding needs are met.

Recommendation:
It is recommended that the Village Council pass and adopt the Resolution, thereby approving execution of Amendment No. 3 to the Professional Services Agreement with Tetra Tech, Inc., for debris monitoring and financial recovery assistance services and that the Village continue its relationship with Tetra Tech, which has provided a high level of service to the Village historically.

Attachments:
1. RESO Tetra Tech Fee Amendment 3
2. Exhbit A-Amendment No. 3 to CSA Tetra Tech
3. Exhibit 1-Tetra Tech 2026 Fee Schedule
4. Exhibit 2-Section 787.06 noncoercion affidavit

RESOLUTION NO. 26-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AMENDMENT NO. 3 TO THE CONTINUING SERVICES AGREEMENT WITH TETRA TECH, INC. FOR DEBRIS MONITORING SERVICES AND FINANCIAL RECOVERY ASSISTANCE SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AMENDMENT NO. 3; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Islamorada, Village of Islands (the "Village") entered into a Continuing Services Agreement with Tetra Tech, Inc. ("Tetra Tech") effective September 5, 2017, for debris monitoring services and related financial recovery assistance services associated with hurricanes and other natural or man-made disasters; and

WHEREAS, the Agreement provides the Village with access to experienced personnel capable of overseeing and monitoring disaster-generated debris removal operations, ensuring compliance with Federal Emergency Management Agency (FEMA) requirements, assisting with reimbursement documentation, and supporting recovery efforts following disaster events; and

WHEREAS, on February 13, 2020, the Village Council approved Amendment No. 1 to the Agreement to incorporate federal procurement provisions required under 2 C.F.R. Part 200; and

WHEREAS, on July 11, 2023, the Village approved Amendment No. 2 to the Agreement to update the contract fee schedule based upon changes in the Consumer Price Index for All Urban Consumers (CPI-U) and to incorporate additional statutory provisions required by Florida law; and

WHEREAS, Tetra Tech has requested an adjustment to the fee schedule based upon the annual change in the Consumer Price Index, and has submitted an updated fee schedule reflecting a 3.19 percent increase to the rates approved under Amendment No. 2; and

WHEREAS, Amendment No. 3 updates the hourly rates contained in Exhibit A to the Agreement but does not modify the scope of services provided by Tetra Tech under the Agreement; and

WHEREAS, maintaining a current debris monitoring and disaster recovery services contract is critical to the Village's emergency preparedness efforts and ensures the Village has immediate access to qualified personnel following a disaster event; and

WHEREAS, the Village Council finds that approval of Amendment No. 3 is in the best interests of the Village and its residents.

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

Section 1. Recitals. The above recitals are true and correct and are incorporated herein as if fully set forth.

Section 2. Approval of Amendment No. 3. The Village Council hereby approves Amendment No. 3 to the Continuing Services Agreement between Islamorada, Village of Islands and Tetra Tech, Inc., in substantially the form attached hereto, updating the fee schedule for debris monitoring services and financial recovery assistance services.

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

Section 4. Authorization to Execute Amendment. The Village Manager is authorized to execute Amendment No. 3 on behalf of the Village, subject to approval as to form and legal sufficiency by the Village Attorney.

Section 5. Effective Date. This Resolution shall be effective October 1, 2026.

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Don Horton ____

Vice Mayor Sharon Mahoney ____

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 LEGAL
SUFFICIENCY FOR THE SOLE USE
AND BENEFIT OF THE VILLAGE:

_____
JOHN J. QUICK, VILLAGE ATTORNEY

EXHIBIT "A"

AMENDMENT NO. 3 TO
CONTINUING SERVICES AGREEMENT
BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS
AND
TETRA TECH, INC.

THIS AMENDMENT NO. 3 to the Continuing Services Agreement (the " Amendment No. 2") is made between **TETRA TECH, INC.,** a Florida corporation ("CONSULTANT") and **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA,** a Florida municipal corporation (the "VILLAGE").

WHEREAS, CONSULTANT and the VILLAGE entered into a certain Continuing Services Agreement (the "Agreement") effective September 5, 2017; and

WHEREAS, at its meeting on February 13, 2020, the Village Council adopted Resolution No. 20-02-13 approving Amendment No. 1 to the Agreement incorporating federal procurement language from 2 C.F.R Part 200 ("Amendment No. 1"); and

WHEREAS, at its meeting on July 6, 2023, the Village Council adopted Resolution No. 23-07-63 approving Amendment No. 2 to the Agreement for market rate and CPI-U rate changes to their fee schedule ("Amendment No. 2"); and

WHEREAS, the parties desire to enter into this Amendment No. 3 to adjust the fee schedule and to add other relevant provisions to the Agreement, including updated pricing ("Amendment No. 3").

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Second Amendment, CONSULTANT and the VILLAGE agree as follows.

Section 1. Amendment to Exhibit A referenced in the Agreement. The Agreement is amended to replace the hourly rates reflected on the Fee Schedule on pages 6-1 and 6-2 of Exhibit A attached to the Agreement (and as updated by Amendment No. 2) with an updated Fee Schedule reflecting changes in pricing based on the change in Consumer Price Index for All Urban Consumers (CPI-U), attached hereto as Exhibit "1".

Section 2. Additional Provisions Included in the Agreement. The following provisions are added to the Agreement:

13.18 **Prohibition on Diversity Equity and Inclusion (DEI).** Commencing January 1, 2027, the Contractor certifies that it does not and will not use Village funds to require its employees, contractors, subcontractors, consultants, subconsultants, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in Sections 125.595(1) and 166.04971(1), Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 287.139, Florida Statutes, complies with the requirements therein, and certifies that it shall remain in compliance with this certification throughout the term of this Agreement. If the Contractor fails to comply with any of the requirements of Section 287.139, Florida Statutes, during the term of this Agreement, the Village may immediately terminate this Agreement for cause.

13.19 **Noncoercive Conduct for Labor or Services.** In accordance with Section 787.06, Florida Statutes, the CONSULTANT has attested to the affidavit incorporated herein (and attached hereto as Exhibit "2") that CONSULTANT does not use coercion for labor or services.

Section 3. No Further Modifications. All other terms and conditions of the existing Agreement, Amendment No. 1 to the Agreement, and Amendment No. 2 to the Agreement not in conflict or superseded by this Amendment No. 3 shall remain in full force and effect as if set forth herein.

Section 4. Effective Date. This Amendment No. 3 shall be effective on October 1, 2026 or upon execution by all parties, whichever occurs last.

(THIS SPACE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties execute this Amendment No. 3 on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, and CONSULTANT by and through its principal.

Attest:

ISLAMORADA, VILLAGE OF ISLANDS

_____
Marne McGrath, Village Clerk

By: _____
Ron Saunders, Village Manager

Date: _____

Approved as to form and legal sufficiency
for the sole use and benefit of the Village:

By: _____
John J. Quick
Village Attorney

Attest:

TETRA TECH, INC.

_____
Secretary
Print Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

WITNESSES:

_____
Print Name: _____

_____
Print Name: _____

EXHIBIT 1

REVISED RATE SCHEDULE

EXHIBIT 2

NONCOERCION AFFIDAVIT

Exhibit 1

TETRA TECH, INC.
UPDATED FEE SCHEDULE
Islamorada, Village of Islands, Florida
Debris Monitoring Services
RFP 17-06

Exhibit 6-1: Hourly Rate Schedule for Debris Monitoring Services	Current	CPI	CPI	Updated Hourly Rate
Description	Hourly Rate	3.19% Increase	$ Increase	w/ 3.19% CPI
Project Manager	$79.13	3.19%	$ 2.52	$ 81.65
Operations Manager	$65.41	3.19%	$ 2.09	$ 67.50
FEMA Coordinator	$89.68	3.19%	$ 2.86	$ 92.54
Field Supervisor	$44.31	3.19%	$ 1.41	$ 45.72
Data Manager/GIS	$58.03	3.19%	$ 1.85	$ 59.88
Billing/Invoice Analyst	$47.48	3.19%	$ 1.51	$ 48.99
Project Coordinator	$35.87	3.19%	$ 1.14	$ 37.01
Disposal Site/Tower Monitor	$35.87	3.19%	$ 1.14	$ 37.01
Field Coordinators/Collection Monitors	$35.87	3.19%	$ 1.14	$ 37.01

To the extent that Islamorada, Village of Islands (Village) requests Tetra Tech's assistance, the above positions and hourly rates shall apply. The fees for these services will be provided on a time and materials basis plus reasonable expenses directly related to the services furnished under the resulting agreement. Non-labor expenses shall be invoiced as follows: 1) travel expenses including airfare and car rental shall be invoiced at cost, without mark-up; 2) lodging shall be invoiced up to the per diem rate according to the GSA rates established at www.gsa.gov; 3) meals and incidentals shall be invoiced at the GSA per diem rate (no receipts are required); 4) mileage shall be invoiced at the federally published rate; 5) other required non-labor expenses as may be applicable to the project and pre-approved by Tetra Tech and the Village shall be invoiced at cost, without markup.

Exhibit 6-2: Hourly Rates for Financial Recovery Assistance Consulting Services	Current	CPI	CPI	Updated Hourly Rate
Labor Category	Hourly Rate	3.19% Increase	$ Increase	w/ 3.19% CPI
Administrative Assistant	$44.31	3.19%	$ 1.41	$ 45.72
Research Assistant	$53.81	3.19%	$ 1.72	$ 55.53
Analytical Aide/Surveyor	$79.13	3.19%	$ 2.52	$ 81.65
Consulting Aide/Cost Estimator	$89.68	3.19%	$ 2.86	$ 92.54
Junior Consultant	$105.50	3.19%	$ 3.37	$ 108.87
Grant Management Consultant	$121.33	3.19%	$ 3.87	$ 125.20
Senior Grant Management Consultant	$131.88	3.19%	$ 4.21	$ 136.09
Supervising Consultant	$152.98	3.19%	$ 4.88	$ 157.86
Program Manager	$174.08	3.19%	$ 5.55	$ 179.63
Senior Program Manager	$184.63	3.19%	$ 5.89	$ 190.52
Principal Consultant	$200.45	3.19%	$ 6.39	$ 206.84
Subject Matter Expert	$237.38	3.19%	$ 7.57	$ 244.95

*To the extent that legal services are required for FEMA appeals support, such legal services will be billed at a rate of $381.03 per hour.

Exhibit 6-2 provides a listing of positions that may be required to complete the financial recovery assistance/grant management services listed in the Village's request for proposal. The fees for these services can be provided to the Village on a time and materials basis. Non-labor related expenses will be invoiced at cost, without mark-up.

Affidavit Attesting to Noncoercive Conduct for Labor or Services

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

Vendor FEIN:_____

Address:_____

City:_____ State: _____Zip:_____

Phone number:_____ Email Address: _____

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

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

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

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

Written Declaration

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

By: _____

Authorized Signature

Print Name and Title: _____

Date: _____

Council Communication

To: Mayor and Village Council
From: Terry Abel, Fire Chief
Date: August 20, 2026
SUBJECT: **Resolution Approving Amendment Number 4 to the Agreement with Ashbritt, Inc. for Debris Management Services TAB 22**

Background:
The Village advertised a Request for Proposals (RFP) for Debris Management and Disaster Response Services (RFP 17-05) from June 1, 2017 through July 7, 2017. At its regular meeting on August 3, 2017, the Village Council passed and adopted Resolution No. 17-08-51, thereby approving the final rankings and recommendations of the RFP 17-05 Review Committee. The Review Committee recommended the highest-ranked proposer, Ashbritt, Inc. ("Ashbritt"), for selection to provide debris management services. Resolution No. 17-08-51 authorized the Village Manager and the Village Attorney to negotiate the terms and conditions of a Professional Services Agreement with Ashbritt, to be subsequently presented to the Village Council for its approval. At its regular meeting on September 6, 2017, the Village Council ratified a Professional Services Agreement with Ashbritt executed by the Village Manager on September 5, 2017, in anticipation of Hurricane Irma that was approaching the Florida Keys.

On October 26, 2017, the Village Council adopted Resolution No. 17-10-91 approving Amendment No. 1 to the Agreement to clarify certain disposal fees that were not clearly delineated in the original Agreement between the Village and Ashbritt.

On February 13, 2020, the Village Council adopted Resolution No. 20-02-14 approving Amendment No. 2 to the Agreement incorporating federal procurement language from 2 C.F.R. Part 200.
The Florida Department of Transportation ("FDOT") is responsible for debris management activities in the rights-of-way along the Overseas Highway (U. S. Highway #1) following a storm or hurricane event. After Hurricane Irma, because FDOT contractors were not picking up along U. S. Highway #1, the Village issued RFP 17-10 specific to debris management services along U. S. Highway #1 in Islamorada from November 15, 2017, through November 20, 2017. The Village entered into a separate agreement with Ashbritt including a separate fee schedule for these services.

On July 6, 2023, the Village Council adopted Resolution 23-07-69 approving amendment No. 3 to the agreement adjusting the fee schedule to current market rates and CPI-U.

Analysis:
Ashbritt continues to provide valuable debris management services to the Village. The Village continues to need a contractor for debris management services should a hurricane event

occur. Ashbritt was formed in October 1992 and is a national turnkey rapid-response recovery and special environmental services contractor with a main office in Deerfield Beach, Florida. Key personnel, including Randal R. Perkins' family (Founder and Operations Advisor) and Holly Raschein (Director of Governmental Relations, former State Representative, and current Monroe County Commissioner), own property, live, and work in the Florida Keys. Ashbritt continues to be responsive to the Village, and many of the same employees who assisted the Village in response to Hurricane Irma still work for Ashbritt today.

Ashbritt has provided an updated fee schedule for continuing debris management and removal services and for provision of personnel and equipment as needed for Village Council consideration. A Resolution to approve Amendment No. 4 to the Agreement with Ashbritt, and Exhibit A to Amendment No. 4 is the proposed 2026 fee schedule. Most of the fees reflect changes in pricing based on the change in Consumer Price Index for All Urban Consumers (CPI-U). Other fees have been adjusted in accordance with the current market. Exhibit B is a letter from Ashbritt explaining the changes in the fee schedule.

Alternatively, the Village Council may opt to direct staff to go through a new bid process to seek proposals for debris management services. In that event, the Agreement with Ashbritt would not be terminated until the new bid process is completed. Amendment No. 4 would still be needed to establish rates for 2026 should an event occur before a new bid process can be completed.

Budget Impact:
Payment for services under the Agreement does not occur unless an actual emergency or natural disaster event occurs and the Village issues a work authorization to the Contractor. The Village Council maintains 40% of budgeted expenditures in assigned fund balance in the General Fund for emergency response and recovery. If a hurricane impacts Islamorada, staff would seek approval from the Village Council to issue a work authorization under the Agreement, to specify a not-to-exceed amount for the services, and to utilize assigned fund balance accordingly.

Staff Impact:
Staff will work with the Contractor before a storm event occurs to ensure policies are in place and procedures are identified in preparation of a storm event or other disaster. Village staff at the direction of the Village Manager and Emergency Manager/Fire Chief would manage the contract, oversee contractor activities and ensure that the Village's corresponding needs are met.

Recommendation:
It is recommended that the Village Council pass and adopt the Resolution, thereby approving execution of Amendment No. 4 to the Professional Services Agreement with Ashbritt, Inc., for debris management services and that the Village continue its relationship with Ashbritt, which has provided a high level of service to the Village historically.

Attachments:
1. Ashbritt Amend 4_Reso
2. AshBritt_Islamorada_Amendment_4_Fee_Schedule Exhibit A

RESOLUTION NO. 26-08-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING EXECUTION OF AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ASHBRITT, INC., FOR DEBRIS MANAGEMENT SERVICES; APPROVING THE REVISED FEE SCHEDULE ATTACHED AS EXHIBIT A; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AMENDMENT NO. 4; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village entered into a Professional Services Agreement with AshBritt, Inc. effective September 5, 2017 for debris management services; and

WHEREAS, the parties subsequently executed Amendments No. 1 through No. 3 to the Agreement; and

WHEREAS, Article 11.2 of the Agreement authorizes amendments by mutual written agreement of the parties; and

WHEREAS, AshBritt submitted a Fee Schedule Adjustment Request dated August 4, 2026 together with supporting market analysis and a proposed revised fee schedule; and

WHEREAS, the Village and AshBritt desire to enter into Amendment No. 4 to update the Fee Schedule based upon current industry pricing and competitively awarded debris removal contracts throughout South Florida and the Florida Keys; and

WHEREAS, the revised Fee Schedule attached to Amendment No. 4 as Exhibit A updates pricing for debris management and removal services; and

WHEREAS, the Village Council finds approval of Amendment No. 4 and Exhibit A to be in the best interest of the Village.

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

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

Section 2. Approval of Amendment. The Village Council hereby approves Amendment No. 4 to the Professional Services Agreement with AshBritt, Inc., including the

revised Fee Schedule attached thereto as Exhibit A.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of Amendment No. 4.

Section 4. Execution of Amendment No. 4. The Village Manager is authorized to execute Amendment No. 4 on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of Amendment No. 4 and to execute any extensions and/or amendments to the Amendment, subject to the approval as to form and legality by the Village Attorney.

Section 5. Effective Date. This Resolution shall take effect October 1, 2026.

Remainder of this page intentionally left blank.

Motion to adopt by _____, second by _____.

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

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

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

_____
DON HORTON, MAYOR

ATTEST:

_____
MARNE MCGRATH, VILLAGE CLERK

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

_____
JOHN J. QUICK, VILLAGE ATTORNEY

AshBritt

EXHIBIT A

Proposed Fee Schedule — Debris Management and Removal (Proposed Exhibit 1 to Amendment No. 4)

Rates from the Fee Schedule adopted with Amendment No. 3. Each line with a comparable South Florida/Keys awarded-contract benchmark (Exhibit A) is repriced to the South Florida and Florida Keys awarded-contract average; haul-out mileage bands above the base band are scaled proportionally with the base band; DMS site management is unchanged, with reduction set on the combined basis shown in Table A-4; hourly rates at or above the all-proposer market average are unchanged, and no hourly rate is adjusted above that average; all other lines receive individually assessed adjustments of 12 to 15 percent. Rates applicable to initial debris clearance activities necessary to eliminate life and safety threats and to debris removal activities as a means to recovery. All costs of haul out and disposal as applicable include staff/operator compensation and equipment; tipping fees and disposal costs shall be paid by the Contractor and actual incurred costs invoiced to the Village for reimbursement, consistent with the existing Fee Schedule.

COLLECTION, REDUCTION AND DISPOSAL				
Description	**Unit**	**Current Rate**	**Proposed Rate**	**Basis of Proposed Rate**
Vegetative storm debris — picked up, hauled to and dumped at a TDMS within the limits of the Village	/yd³	$7.91	**$11.55**	Regional awarded average
Reduction	/yd³	$1.06	**$2.50**	Combined basis (Table A-4)
Reduced debris final disposal — 0–45 miles to landfill	/yd³	$2.64	**$7.23**	Regional awarded average
Reduced debris final disposal — 46–60 miles	/yd³	$5.22	**$14.30**	Scaled with base band
Reduced debris final disposal — 60–90 miles	/yd³	$8.44	**$23.11**	Scaled with base band
Reduced debris final disposal — over 90 miles	/yd³	$15.83	**$43.35**	Scaled with base band
Construction and demolition debris — picked up, hauled to and dumped at a TDMS within the limits of the Village	/yd³	$7.91	**$13.23**	Regional awarded average
C&D hauled and dumped for final disposal — 0–15 miles	/yd³	$2.11	**$5.78**	Scaled with base band
C&D hauled and dumped for final disposal — 16–30 miles	/yd³	$2.64	**$7.23**	Scaled with base band
C&D hauled and dumped for final disposal — 31–60 miles	/yd³	$5.22	**$14.30**	Scaled with base band
C&D hauled and dumped for final disposal — 61–90 miles	/yd³	$8.44	**$23.11**	Scaled with base band
C&D hauled and dumped for final disposal — over 91 miles	/yd³	$15.83	**$43.35**	Scaled with base band
Additional cost for debris hauled and dumped for final disposal — over 91 miles	/yd³ /mile	$0.13	**$0.36**	Scaled with base band
Demolition of structures	/ft²	$2.64	**$3.01**	14% adjustment
Resulting structure demolition construction debris removal and disposal costs	/yd³	$21.10	**$24.05**	14% adjustment
White goods — collection	Each	$52.75	**$59.61**	13% adjustment
White goods — disposal	Each	$52.75	**$59.61**	13% adjustment
White goods — Freon removal / disposal	Each	$47.48	**$54.13**	14% adjustment
Seaweed — picked up, hauled to and dumped at a TDMS within the limits of the Village	/yd³	$15.83	**$17.89**	13% adjustment
Seaweed — hauled and dumped for final disposal	/yd³	$15.83	**$17.89**	13% adjustment
Motor vehicles removal from right-of-way, including towing, processing and disposal	Each	$263.75	**$303.31**	15% adjustment

TDMS site management	/yd³	$3.11	$3.11	No change

HAZARDOUS TREE, STUMP AND LIMB REMOVAL				
Description	**Unit**	**Current Rate**	**Proposed Rate**	**Basis of Proposed Rate**
Hangers — cut only	/Tree	$68.58	**$93.11**	Regional awarded average
Leaners — cut only, 13" to 24" diameter	/Tree	$52.75	**$206.17**	Regional awarded average
Leaners — cut only, 25" to 48" diameter	/Tree	$158.25	**$328.57**	Regional awarded average
Leaners — cut only, 49" to 72" diameter	/Tree	$474.75	**$505.17**	Regional awarded average
Leaners — cut only, over 72" diameter	/Tree	$474.75	**$505.17**	Regional awarded average
Stumps (measured at 24" above grade), 24" to 48" diameter	/Stump	$158.25	**$305.83**	Regional awarded average
Stumps, 49" to 72" diameter	/Stump	$184.63	**$500.42**	Regional awarded average
Stumps, over 72" diameter	/Stump	$474.75	$474.75	No change
Stump backfill	/Stump	$31.65	**$35.45**	12% adjustment

VESSEL / BOAT REMOVAL				
Description	**Unit**	**Current Rate**	**Proposed Rate**	**Basis of Proposed Rate**
Boat removal from land (up to 26') — crane	/Hour	$211.00	**$240.54**	14% adjustment
Boat removal from land (up to 26') — transportation to final destination site	/Mile	$26.38	**$29.81**	13% adjustment
Boat removal from land (over 26') — crane	/Hour	$211.00	**$240.54**	14% adjustment
Boat removal from land (over 26') — transportation to final destination site	/Mile	$31.65	**$35.76**	13% adjustment
Boat removal from canals (up to 26') — removal of fuel from vessel	/Hour	$79.13	**$91.00**	15% adjustment
Boat removal from canals (up to 26') — certified divers if necessary	/Hour	$253.20	**$291.18**	15% adjustment
Boat removal from canals (up to 26') — barge	/Hour	$342.88	**$394.31**	15% adjustment
Boat removal from canals (up to 26') — crane	/Hour	$316.50	**$363.98**	15% adjustment
Boat removal from canals (up to 26') — transportation to final destination site	/Mile	$26.38	**$29.81**	13% adjustment
Boat removal from canals (over 26') — removal of fuel from vessel	/Hour	$79.13	**$91.00**	15% adjustment
Boat removal from canals (over 26') — certified divers if necessary	/Hour	$253.20	**$291.18**	15% adjustment
Boat removal from canals (over 26') — barge	/Hour	$342.88	**$394.31**	15% adjustment
Boat removal from canals (over 26') — crane	/Hour	$316.50	**$363.98**	15% adjustment
Boat removal from canals (over 26') — transportation to final destination site	/Mile	$31.65	**$35.76**	13% adjustment

CANAL DEBRIS REMOVAL				
Description	**Unit**	**Current Rate**	**Proposed Rate**	**Basis of Proposed Rate**
Removal of vegetative debris from canals	/yd³	$26.38	**$30.34**	15% adjustment
Stump on bank of canal (cut)	/yd³	$26.38	**$30.07**	14% adjustment
Stumps on bank of canal (not cut), 24" to 48" diameter	/Stump	$158.25	**$305.83**	Regional awarded average
Stumps on bank of canal (not cut), 49" to 72" diameter	/Stump	$184.63	**$500.42**	Regional awarded average
Stumps on bank of canal (not cut), over 72" diameter	/Stump	$474.75	$474.75	No change
Backfill material for stump hole on canal bank	/Stump hole	$26.38	**$29.55**	12% adjustment
Restoration of canal banks and slopes (includes fill and grading)	/yd³	$26.38	**$29.81**	13% adjustment
Motor vehicle removal from canal including towing, processing and disposal	Each	$263.75	**$303.31**	15% adjustment
Motor vehicle removal from canal — removal of fuel from vessel	/Hour	$79.13	**$91.00**	15% adjustment
Motor vehicle removal from canal — certified divers if necessary	/Hour	$253.20	**$291.18**	15% adjustment
Motor vehicle removal from canal — barge	/Hour	$342.88	**$394.31**	15% adjustment
Motor vehicle removal from canal — crane	/Hour	$316.50	**$363.98**	15% adjustment
Motor vehicle removal from canal — transportation to final destination site	/Mile	$21.10	**$23.84**	13% adjustment

OTHER SERVICES				
Description	**Unit**	**Current Rate**	**Proposed Rate**	**Basis of Proposed Rate**
Household hazardous waste / contaminated debris management	/lb	$18.99	**$21.84**	15% adjustment
Putrescent waste disposal		$5.28	**$6.02**	14% adjustment
Deceased animal collection, transportation and disposal	/lb	$3.43	**$3.91**	14% adjustment
Soil, mud and sand removal	/yd³	$42.00	**$47.46**	13% adjustment
Sand collection (short haul)	/yd³	$42.00	**$47.46**	13% adjustment
Video record of pre- and post-TDMS site	Each	$1,500.00	**$1,680.00**	12% adjustment
Environmental testing limited to soil sampling, including travel	Each	$1,150.00	**$1,288.00**	12% adjustment
Laboratory fees associated with soil sampling	Each	$110.00	**$123.20**	12% adjustment
TDMS site grading	/ft²	$1.70	**$1.92**	13% adjustment
Provide topsoil for TDMS site restoration	/yd³	$60.62	**$69.11**	14% adjustment
Provide gravel (3/4") for TDMS site restoration	/yd³	$67.50	**$76.95**	14% adjustment
Removing seaweed from beach (as authorized) to clean and grade beach	/yd³	$26.38	**$29.81**	13% adjustment

AshBritt

HOURLY FEE SCHEDULE — PERSONNEL / EQUIPMENT (rates include operator, fuel, and maintenance)				
Description	**Unit**	**Current Rate**	**Proposed Rate**	**Basis of Proposed Rate**
30-ton crane	/Hour	$310.00	$310.00	No change
Stump grinder	/Hour	$110.00	**$124.30**	13% adjustment
50’ bucket truck	/Hour	$295.00	$295.00	No change
Track-hoe, John Deere 690 or equivalent	/Hour	$225.00	$225.00	No change
D-6 dozer or equivalent	/Hour	$265.00	$265.00	No change
John Deere 544 or equivalent	/Hour	$245.00	$245.00	No change
Service truck	/Hour	$110.00	**$117.00**	All-proposer market average
Tractor with box blade	/Hour	$75.00	**$84.00**	12% adjustment
18–25 cubic yard dump truck	/Hour	$165.00	$165.00	No change
25–35 cubic yard dump truck	/Hour	$175.00	$175.00	No change
35–45 cubic yard dump truck	/Hour	$175.00	$175.00	No change
50 cubic yard dump truck or larger	/Hour	$190.00	$190.00	No change
Self-loading grapple truck / knuckleboom truck	/Hour	$295.00	$295.00	No change
850 HP or equivalent tree grinder	/Hour	$550.00	$550.00	No change
Water truck (2,000 gal.)	/Hour	$155.00	$155.00	No change
Rubber tire backhoe	/Hour	$145.00	**$151.70**	All-proposer market average
Motor grader	/Hour	$295.00	$295.00	No change
Climber with gear	/Hour	$125.00	$125.00	No change
Superintendent with truck	/Hour	$125.00	$125.00	No change
Foreman with truck	/Hour	$95.00	**$108.30**	14% adjustment
Operator with chainsaw	/Hour	$85.00	**$91.26**	All-proposer market average
Traffic control personnel	/Hour	$75.00	**$85.50**	14% adjustment
Laborer	/Hour	$75.00	**$77.08**	All-proposer market average
Field project foreman	/Hour	$95.00	**$108.30**	14% adjustment
Administrative assistant	/Hour	$75.00	$75.00	No change
Clerical	/Hour	$65.00	$65.00	No change
Pickup truck	/Hour	$25.50	**$28.56**	12% adjustment
Pickup truck, extended cab	/Hour	$30.00	**$33.60**	12% adjustment
Pickup truck, 4x4	/Hour	$45.00	**$50.40**	12% adjustment
Pickup truck, 1 ton	/Hour	$55.00	$55.00	No change
Mechanized broom	/Hour	$145.00	$145.00	No change
Trackhoe, 490 or equivalent	/Hour	$195.00	$195.00	No change
Bulldozer, D4 or equivalent	/Hour	$210.00	$210.00	No change
12-ton lowboy	/Hour	$185.00	$185.00	No change
50-ton lowboy	/Hour	$200.00	$200.00	No change
Skidsteer	/Hour	$175.00	$175.00	No change
Rubber tire excavator	/Hour	$200.00	$200.00	No change

Vac truck to clean out inlets	/Hour	$275.00	$275.00	No change

Proposed rates for benchmarked lines equal the South Florida/Keys awarded-contract average shown in Exhibit A; leaners 25–48" and stumps 24–48" are set at the average of the lower awarded band their single rate band spans (conservative); leaners in the largest size classes are set at the 49"+ awarded average, and stumps over 72 inches are held at their current rate even though that rate is below the 49"+ awarded average — a further concession; the reduction rate is set on the combined basis shown in Table A-4 with TDMS site management unchanged; haul-out mileage bands above the base band are scaled by the base-band ratio (× 2.7386) to preserve the schedule's structure. Hourly equipment and labor rates were tested line by line against the average of all submitted rates in the same database as compiled in July 2026: rates at or above that all-proposer market average are unchanged, and adjusted hourly rates are set at the lower of a line-specific 12 to 15 percent adjustment or that average — a more conservative cap than the awarded-contract average. All other lines are adjusted by 12 to 15 percent according to the cost drivers of each line, below the smallest awarded-contract increase documented on the principal collection and haul-out lines. Current rates are the rates adopted with Amendment No. 3 (Exhibit 1).

Council Communication

To: Mayor and Village Council
From: Terry Abel, Fire Chief
Date: August 20, 2026
SUBJECT: **Resolution Approving Amendment Number 1 for Fire Apparatus Maintenance and Repair Services with Florida Keys EVR, LLC TAB 23**

Background:
The Village received a proposal in February of 2023 and entered into an Agreement starting May of 2023 with Florida Keys EVR, a locally owned and operated business to provide EVT services to the Village. The current Agreement does not include an annual step increase and the Contractor has requested Amendment No 1 to his contract to include a 3% annual increase to his fee schedule to cover increased cost of staffing, fuel, parts, etc.

Analysis:
The Village's Fire Rescue Department is requesting that the Village continue the Agreement and approve Amendment No 1 for services with Florida Keys EVR, LLC, an Emergency Vehicle Technician (EVT) contractor in the Florida Keys. The contractor would perform the requested services under the attached agreement as an independent contractor. The fee schedule at Exhibit A, additional repairs at the hourly rates as needed.

Budget Impact:
Funds for fire apparatus repair and maintenance services are budgeted for in the Fire Rescue Department's Repair and Maintenance expenditure account in the General Fund annually.

Staff Impact:
Fire Rescue staff will coordinate with contractor when repairs, service or inspections are needed and provide a safe work environment to make needed repairs and verify proper fee schedule is applied to each invoice..

Recommendation:
Staff recommends that the Village Council adopt the attached Resolution, thereby approving Amendment No 1 with Florida Keys EVR, LLC, for the requested services.

Attachments: 1. V3 Resolution_FKEVR_Amendment_No_1_with_Exhibit_A V 3

RESOLUTION NO. 26-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN FLORIDA KEYS EVR, LLC AND ISLAMORADA, VILLAGE OF ISLANDS, FOR FIRE RESCUE VEHICLE, APPARATUS, MAINTENANCE, AND REPAIR SERVICES; APPROVING THE AMENDED FEE SCHEDULE ATTACHED AS EXHIBIT A; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Islamorada, Village of Islands (the "Village") Fire Rescue Department requires maintenance and repair services for fire rescue vehicles, apparatus, and related equipment (the "Services"); and

WHEREAS, Florida Keys EVR, LLC (the "Contractor") is an Emergency Vehicle Technician contractor capable of providing the specialized Services needed by the Fire Rescue Department; and

WHEREAS, the Village received a proposal from the Contractor in February 2023 and entered into an Agreement with the Contractor on May 4, 2023, for the provision of the Services; and

WHEREAS, the Agreement does not currently include an annual fee adjustment, and the Contractor has requested Amendment No. 1 to add a three percent (3%) annual adjustment to the fee schedule at the beginning of each fiscal year; and

WHEREAS, the amended fee schedule, attached hereto and incorporated herein as Exhibit A, identifies the adjusted scheduled maintenance fees and unscheduled maintenance hourly rates for Fiscal Years 2027, 2028, and 2029; and

WHEREAS, funds for fire apparatus repair and maintenance services are budgeted annually in the Fire Rescue Department repair and maintenance expenditure account within the General Fund; and

WHEREAS, pursuant to Section 2-328(a) of the Village Code of Ordinances, the Village Council may waive competitive bidding requirements upon a documented finding that obtaining the goods or services without competitive bidding is in the best interests of the Village; and

WHEREAS, the Village Council finds that approving Amendment No. 1, including the amended fee schedule attached as Exhibit A, and continuing to utilize the Contractor for the Services is in the best interests of the Village.

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

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

Section 2. Approval Exhibit A and Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to execute and deliver Amendment No. 1 to the Agreement with Florida Keys EVR, LLC, to include the amended fee schedule as set forth in Exhibit A hereto.

Section 3. Authorization to Expend Budgeted Funds. The Village Manager is authorized to expend funds budgeted and appropriated by the Village Council to implement the terms and conditions of the Agreement, as amended by Amendment No. 1, including the amended fee schedule attached as Exhibit A.

Section 4. **Waiver of Competitive Bidding.** In accordance with Section 2-328(a) of the Village Code of Ordinances, the Village Council waives the competitive bidding requirements applicable to the Services and authorizes the continued use of Florida Keys EVR, LLC for the Services, based on the finding that such waiver is in the best interests of the Village.

Section 5. **Effective Date.** This Resolution shall take effect on October 1, 2026.

Motion to adopt by _____, seconded by _____.

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

Mayor Don Horton	____
Vice Mayor Sharon Mahoney	____
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 LEGAL
SUFFICIENCY FOR THE SOLE USE
AND BENEFIT OF THE VILLAGE:

_____
JOHN J. QUICK, VILLAGE ATTORNEY

EXHIBIT A

Florida Keys EVR, LLC Amended Fee Schedule

Amended Fee Schedule dated July 20, 2026. Annual fee adjustments apply to labor and scheduled maintenance fees shown below. Parts are additional and are not subject to the annual adjustment.

Fees for Scheduled Maintenance

Vehicle Type	Units	Fee per Vehicle	Annual Adj.	FY 2027 Annual Total	FY 2028 Annual Total	FY 2029 Annual Total
Vehicle Type	Units	Fee per Vehicle	% Adj	FY 2027 Annual Total	FY 2028 Annual Total	FY 2029 Annual Total
Rescue	4	$1,849.60	3%	$1,905.09	$1,962.24	$2,021.11
Pumper/Engine Trucks	3	$3,013.60	3%	$3,104.01	$3,197.13	$3,293.04

Fees for Unscheduled Maintenance

Service Category	Current Rate	Annual Adj.	FY 2027 Rate	FY 2028 Rate	FY 2029 Rate
Fees for Unscheduled Maintenance					
Monday through Friday - 8:00 a.m. to 5:00 p.m.	$175.00/hour	3%	$180.25	$185.66	$191.23

* The cost for parts is additional and will be based on the incident type. The annual adjustment will not apply to parts.

Council Communication

To: Mayor and Village Council
From: Terry Abel, Fire Chief
Date: August 20, 2026
SUBJECT: **Resolution Approving Fiscal Year 2025-2026 Purchases from Bound Tree Medical LLC TAB 24**

Background:
As part of the continued development and operation of Fire Rescue Services, Islamorada, Village of Islands ("Village") must make regular purchases from specialized vendors. The Village relies upon Bound Tree Medical operating medical supplies for the fire department. In October of 2025 Council approved Resolution 25-10-99 for this vendor in the amount of $50,000.00 for Bound Tree Medical. It was recently noted that the amount was not enough for purchases and at the June meeting an additional resolution was brought forward to increase the spending through Boundtree to $60,000.00 through the end of the fiscal year. While at the time of the second resolution beliefs were that the increase would suffice however when the EMS supplies officer came back after a lengthy medical leave he restocked the supply room and we have already exceeded the spending threshold necessitating another resolution to increase spending to $75,000.00 to cover until the end of the fiscal year. Medical supply costs have increased and availability of many of our normal supplies have ceased to be available causing us to source other product, often times more expensive or not on our competitively bid pricing agreement.

Pursuant to Section 2-327 of the Village's Code of Ordinances relating to the Village's purchasing guidelines, the Village Manager has the authority to make purchases or enter into contracts for purchases of materials, supplies, equipment, improvements, or services where the total amount expended is less than $50,000.00 and the aggregate total for any single vendor in any single year is less than $50,000.00. Purchases of or contracts for purchases of materials, supplies, equipment improvements, or services where the total amount expended is $50,000.00 or more shall be awarded by the Village Council. Purchases arising because of emergencies are exempt from Village Council approval. However, the Village Manager must notify each Council Member of the type and amount of the emergency purchase within 24 hours.

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

not-to-exceed amounts from the Village Council as needed and as the fiscal year progresses.

Bound Tree Medical is either sole source provider for specific materials, supplies, parts, and equipment for the department and provides the Village with competitive pricing allowing the Village to piggyback larger contracts.

Vendor: Bound Tree Medical
Location: Dublin, OH
Goods or Services: Medical Supplies
Authorization: $75,000.00

Budget Impact:
The Village's FY 2025-2026 proposed budget for the Fire Rescue Operational Budget includes $348,484.00 for Operating Supplies. Purchases from the Fire Rescue Vendor would be coded to the proper account as appropriate and stay within current budget. On a future meeting a budget amendment would have to occur to accurately track any transfer of funds from one line item to another the cover expenses if necessary.

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

Recommendation:
Staff recommends approval and adoption of the attached Resolution thereby authorizing expenditures from Bound Tree in the above-listed authorized amount during Fiscal Year 2025-2026 and if applicable, approve waiver of competitive bidding.

Attachments: 1. 2026 -Reso Bound Tree -8 26

RESOLUTION NO. 26-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2025-2026 EXPENDITURES WITH BOUND TREE MEDICAL FOR THE SUPPLIES FOR THE VILLAGE'S FIRE RESCUE; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, as part of development and operation of its Fire Rescue Services, Islamorada, Village of Islands ("Village") makes regular purchases from specialized vendors; and

WHEREAS, the Village relies upon Bound Tree Medical operating medical supplies for the Fire Department; and

WHEREAS, Bound Tree Medical are providers of medical supplies for the fire department; and

WHEREAS, pursuant to Section 2-327(c)(4) of the Village's Code of Ordinances, competitive bidding shall apply to purchase of or contracts for materials, supplies, equipment, improvements or services where the anticipated cost is estimated to exceed $50,000.00 for each of the Fire Rescue Vendors during Fiscal Year 2025-2026; and

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

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

WHEREAS, the Village Council finds that approval of Fiscal Year 2025-2026 not to exceed amounts for goods and services from the Fire Rescue Vendors for operation and maintenance of the Fire Department and waiver of competitive bidding in accordance with Section 2-238 of the Village Code is in the best interest of the Village.

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

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

Section 2. Approval of Fiscal Year Expenditures. The Village Council hereby approves the following purchase: Bound Tree Medical, in an amount not to exceed Seventy Five Thousand Dollars ($75,000.00).

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

Section 4. Approval of Waiver of Competitive Bidding. In accordance with Section 2-238(a) of the Village Code, the Village Council waives the competitive bidding provisions of the Village Code to utilize the Fire Rescue Vendors for these purchases, as applicable.

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

Remainder of this page intentionally left blank.

Motion to adopt by _____, second by _____ .

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

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

PASSED AND ADOPTED ON THIS **20th** DAY OF **AUGUST**, **2026.**

_____
DON HORTON, MAYOR

ATTEST:

_____
MARNE MCGRATH, VILLAGE CLERK

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

_____
JOHN J. QUICK, VILLAGE ATTORNEY

Council Communication

To: Mayor and Village Council
From: Jennifer DeBoisbriand , Planning Director
Date: August 20, 2026
SUBJECT: **Ordinance to Amend the Future Land Use Map from Public and Semi-Public Services to Mixed Use of Parcel 00402900-000000 - Second Reading TAB 25**

Background:
The Village has submitted a map amendment application requesting an approval for a Future Land Use Map (FLUM) Amendment from Public/Semi-Public Services (PS) to Mixed-Use (MU) designation on the subject property, located at 83250 Overseas Highway, comprised of 32,000 square feet. The property is the former home of Island Community Church. The Village purchased this property in 2024 for $3.9million and leased it back to the Church until this past August. The Village now uses the building and the property for storage. Council and the Village Manager have requested this change so that the property can be used to its best potential. This FLUM amendment has a companion application for a Zoning Map Amendment, which proposes a change from a Public/Semi-Public Services (PS) District to a Highway Commercial (HC) District, and the FLUM amendment cannot be approved without approval of the companion Zoning Map Amendment.

Existing Use and Habitat:

The subject property is a 32,000 square foot parcel in Upper Matecumbe. The property was the original home to the original Islamorada movie theater. In 1974 the Church purchased the property for its congregation. The property contains no significant habitat and is mostly devoid of all vegetation. The property is not recognized as habitat to any state or federal listed animal species, and it is not within the state conservation recreation lands' boundary or critical habitat area. Pursuant to the Village's GIS data and records the parcel is not defined as any specific habitat.

Surrounding Future Land Use Map (FLUM) Designations:
The subject property currently has an existing Public/Semi-Public Services (PS) Future Land Use designation. The surrounding properties to the South are designated Residential Medium (RM). To the North the adjacent properties are designated Residential Medium (RM) and Mixed Use (MU) including Publix Suprmarket. The properties to the West are designated as Residential Medium (RM) and to the East across Overseas Highway and the Old Road is Residential Medium (RM). The character of the subject property is an existing church building and associated infrastructure and the surrounding area is mixed-use with a collective of retail businesses, multi-family apartments, and single family residences.

Analysis:

The proposed FLUM amendment, from Public/Semi-Public Services (PS) to Mixed Use (MU), in conjunction with the companion application for a Zoning Map Amendment from Public/Semi-Public Services (PS) District to Highway Commercial (HC) District, would allow the property to be repurposed for commercial use.

Areas designated MU on the Future Land Use Map recognize the prevalent and historical mixed-use pattern of development in the Village. The MU designation shall accommodate a mix of commercial and residential uses, which may be located in the same building, limited public and semi-public uses, recreational facilities, schools, marinas, tourist-oriented facilities, and supportive community facilities ancillary to the permitted uses, pursuant to the standards in the Comprehensive Plan and the Land Development Regulations [Ref. Comprehensive Plan Objective 1-2.4].

Impact and Policy Analysis:

The proposed FLUM amendment would alter the development potential of the subject property. The following table is a comparison of the maximum residential density and non-residential intensity [or floor area ratio (FAR)] between the existing PS FLUM and the proposed MU FLUM.

Existing FLUM Category Maximum
Residential Density Maximum Non-Residential
Intensity (FAR)
Public/Semi-Public Services (PS)
Density and Intensity Allowance +1 .25
With TDR’s - .35
Residential Institutional Use 12 units per acre -
Proposed FLUM Category Maximum
Residential Density Maximum Non-Residential
Intensity (FAR)
Mixed Use (MU) Residential
Residential Density Allowance 6 units per acre -
With TDRs 12 units per acre -
Affordable Housing 15 units per acre -
Mixed Use (MU) Nonresidential
Outside Village Activity Centers - .25
Outside Village Activity Centers with TDRs - .35
Inside Village Activity Centers - .35
Working Waterfronts - .35

Maximum Residential Density: The proposed MU FLUM designation would allow market-rate residential density based on acreage (6 units per acre); and therefore, the minimal lot size to support one (1) market-rate residential unit would be 7,260 square feet or 0.16 acre. The MU FLUM category allows affordable housing at an allocated density of 15 units per acre that requires a minimum of 2,904 square feet to support one unit. If approved, the proposed FLUM amendment would result in an increase of either four (4) market-rate residential dwelling units or up to eleven (11) deed-restricted affordable residential dwelling units on the property.

Maximum Non-Residential Intensity (FAR): The proposed MU FLUM category would allow nonresidential intensity of 0.25 FAR for areas outside of the Village Activity Centers, and up to 0.35 FAR for areas inside the Village Activity Centers, Working Waterfronts and through

utilizing the transfer of development rights (TDRs).

The proposed FLUM amendment, in conjunction with the companion application for a Zoning Map Amendment, would increase the development potential of the vacant property, thereby allowing the potential redevelopment of the property as market-rate dwelling units, affordable dwelling units, nonresidential floor area or transient units through the transfer of development rights (TDR) procedure established in the Comprehensive Plan and the LDRs.

Impact on Public Facilities:

Wastewater: The Village has adopted level of service (LOS) standards for wastewater management systems as required by Federal and State regulations. Currently, any permitted or replacement on-site wastewater treatment facility with a design flow less than or equal to 100,000 gallons per day (GPD) within the Village must comply with the 10/10/10/1 Best Available Technology (BAT) standard, as well as require approval from the Monroe County Health Department and/or the Florida Department of Environmental Protection. Any new development associated with the proposed FLUM amendment would be subject to this provision or would be mandated to hook up to a central sewer system when it is available. At this time, the proposed FLUM amendment is not projected to increase the existing wastewater LOS or the existing wastewater supply LOS below the adopted standard, as provided in Comprehensive Plan Policies 4-1.1.1 and 9-1.2.3.

Potable Water: The Village has adopted LOS standards for potable water. The LOS standard for the Village are 371.7 gallons per equivalent residential unit (ERU) per day. Based on water use data provided by FKAA and 2010 Census population data, the current amount of water consumed by an ERU in Monroe County is 219.42 gallons per day (GPD). Therefore, the actual demand is lower than the Village's LOS standard for ERUs of 371.7 GPD.

At this time, the proposed FLUM amendment is not projected to increase the existing potable water LOS below the adopted standard, as provided in Comprehensive Plan Policies 4-1.1.3 and 9-1.2.3.

Solid Waste: The Village has adopted LOS standards for solid waste management. Pursuant to Comprehensive Plan Policies 4-1.1.4 and 9-1.2.3, minimum disposal quantity is 12.2 pounds per day per equivalent residential unit (ERU).

The Village's solid waste LOS also requires that sufficient capacity shall be available at a solid waste disposal site to accommodate all existing and approved development for a period of three years from the projected date of completion of the proposed development or use. Islamorada has no facilities within its jurisdiction for the disposal of solid waste. All solid waste generated from the Village is currently managed through a contract with Island Disposal and disposed of through existing authorized Monroe County and Miami-Dade County solid waste facilities. The 2012 Monroe County Public Facilities Capacity Assessment Report indicates that there is sufficient capacity available at authorized disposal sites to accommodate all existing and approved development for at least the next twelve (12) months. At this time, the proposed FLUM amendment is not projected to increase the existing solid waste LOS below the adopted standards, as provided in Comprehensive Plan Policies 4-1.1.3 and 9-1.2.3.

Stormwater: The Village has adopted LOS standards for stormwater management as currently mandated by State agencies, as defined in the Village's adopted Stormwater Management Master Plan, and as implemented in the Village's LDRs and Stormwater Design Criteria

Technical Manual. Any development associated with the proposed FLUM amendment would be subject to these standards and is required to meet or exceed them as a condition of development approval. At this time, the proposed FLUM amendment is not projected to increase the existing stormwater LOS below the adopted standard, as provided in Comprehensive Plan Policies 4-1.1.2 and 9-1.2.3.

Recreation and Open Space: The Village has adopted a minimum LOS standard for recreation and open space of 3.79 acres per 1,000 population, pursuant to Comprehensive Plan Policy 9-1.2.3. According to the Village's most recent Public Facilities Capacity Assessment, there is an estimated functional population of 11,280 persons in 2012. Therefore, 42.75 acres of recreation and open space are required to meet the adopted LOS. The existing supply of recreation and open space area in the Village is 132.3 acres, which exceeds the adopted LOS standard and provides for 11.73 acres per 1,000 persons. Therefore, the proposed FLUM amendment is not projected to decrease the existing recreation and open space LOS below the adopted standards, as provided in Comprehensive Plan Policy 9-1.2.3.

Roadways: The Village has adopted minimum LOS standards for roadways, pursuant to Comprehensive Plan Policy 9-1.2.3. The Property is located adjacent to Overseas Highway which shall have sufficient available capacity to operate at or above LOS as measured by peak hours volumes at all intersections including but not limited to all intersections of U.S.1.

The trip generation rate is based on the Institute of Transportation Engineers' Trip Generation, 8th Edition, using the single-family detached housing (210) and low-rise apartment (221) land use classifications. Therefore, the proposed FLUM amendment is not projected to increase the existing roadway LOS for U.S. 1 below the adopted standard, as provided in Comprehensive Plan Policy 9-1.2.3.

Schools: The Comprehensive Plan does not establish a LOS standard for schools, but Monroe County and state law require that school classroom capacity be available to accommodate all school-age children generated by proposed development or use. According to the 2012 Monroe County Public Facilities Capacity Assessment Report, all schools have adequate capacity to serve the growth anticipated in 2012 at the County's adopted LOS standard. Therefore, the proposed FLUM amendment is not projected to increase the existing schools LOS below the County's adopted standard.

Compatibility with Comprehensive Plan Policies:

- Objective 1-2.4, Recognize Mixed Use Development Patterns
- Policy 1-2.4.1: Guide the Location of Commercial Uses and Revitalize Commercial Areas
- Policy 1-2.4.5: Standards Applicable to Non-Residential Uses in the MU Designation.
- Policy 1-2.4.6: Establish Zoning Criteria for MU
- Policy 2.8.1: Public and Semi-Public Services (PS)
- Objective 1-1.1: Plan and Design for Residential Quality
- Objective 1-1.2: Reinforce and enhance the Villages Appearance

Comprehensive Plan Objective 1-2.4: Recognize Mixed Use Development Patterns

Areas designated Mixed Use (MU) on the Future Land Use Map recognizes the prevalent and historical mixed-use pattern of development in the Village. The MU category shall accommodate a mix of commercial and residential uses, which may be located in the same building, limited public and semi-public uses, recreational facilities, schools, marinas, tourist-

oriented facilities, and supportive community facilities ancillary to the permitted uses, pursuant to the standards in the Comprehensive Plan and the Land Development Regulations.

The proposed map amendment would be consistent with the historical trend of a mixed-use development pattern within the Village. The properties along Overseas Highway contain mixed uses, including commercial, recreation and residential uses.

Comprehensive Plan Policy 1-2.4.1: Guide the Location of Commercial Uses and Revitalize Commercial Areas

Mixed Use (MU) is the only FLUM category in which commercial uses shall be permitted. The general pattern of commercial land uses in MU shall:
1. Prevent negative impacts on the fragile coastal ecosystem by directing commercial development away from environmentally sensitive lands and critical habitat;
2. Revitalize all existing commercial areas and further distinguish Village Activity Centers;
3. Restrict the scale and intensity of commercial development outside of the Village Activity Centers and other appropriate areas in the Village;
4. Promote safe and efficient vehicle, cyclist and pedestrian movement;
5. Prevent or minimize Village costs to provide infrastructure;
6. Avoid encroachment of incompatible commercial activity into established residential neighborhoods;
7. Enhance the unique character of the Village's commercial land uses through incentives for bufferyards and landscaping; and
8. Facilitate within the Village Activity Centers, the creation of aesthetically pleasing commercial spaces outdoors, as places for social leisure and interaction, while limiting light industrial uses, outdoor storage and sales as a primary use of land, and outdoor retail sales as an accessory use of land.

The proposed FLUM amendment would assist in guiding and revitalizing the existing mixed commercial uses. The property was a commercial use originally and is located in a Village Activity Center.

Comprehensive Plan Policy 1-2.4.5: Standards Applicable to Non-Residential Uses in the MU Designation

The Floor Area Ratio (FAR) for MU designated parcels outside of the Village Activity Centers shall not exceed 0.25, except that an FAR up to 0.35 may be allowed on designated receiver sites through the transfer of development rights and for Working Waterfronts parcels, as provided for in the Land Development Regulations. FAR within the Village Activity Centers and on Working Waterfronts parcels shall not exceed 0.35 FAR. The Land Development Regulations shall establish criteria governing the appropriate mass and scale of structures, trip generation, design and location of access and egress facilities, off-street parking and safe pedestrian facilities in MU. Design techniques such as landscaping, screening and buffering shall be applied to ensure land use compatibility within MU areas.

Any possible future development associated with the proposed FLUM amendment would be required to comply with all applicable portions of the Land Development Regulations, including but not limited to landscaping, buffering and off-street parking. Therefore, the proposed amendment is consistent with Policy 1-2.4.5.

Comprehensive Plan Policy 1-2.4.6: Establish Zoning Criteria for MU

The following criteria shall be used as guidelines for designating Zoning Districts within the Mixed Use FLUM category:
1. Residential Zoning Districts: In general, residential Zoning Districts shall be established where there are existing residential neighborhoods within the Village Activity Centers.
2. Commercial Zoning Districts: In general, commercial Zoning Districts shall be established where there are existing commercial uses, including single vacant parcels of land located between two (2) existing commercial uses.
3. Integrated Use Zoning Districts: Integrated use Zoning Districts, which encourage commercial and residential uses to co-locate on the same parcel or within the same building shall be established to maintain and promote affordable, workforce and employee housing. Appropriate locations for integrated use zoning shall include, in general, areas where such uses already exist, the core areas of the Village Activity Centers and other select locations along U.S. 1 where existing structures, business types and locations lend themselves to compatible co-existence with residential uses.
4. School and Recreational Zoning Districts: These Zoning Districts shall be established to accommodate existing or proposed school or recreational uses.

The proposed map amendment would be consistent with Policy 1-2.4.6. The property adjacent already contains a commercial use and this subject property was originally a commercial use.

Comprehensive Plan Policy 2.8.1: Public and Semi-Public Services (PS)

The Public and Semi-Public Services (PS) land use designation is intended to accommodate existing public and semi-public services including: governmental administration buildings; public schools; not-for-profit educational, recreational, religious, arts and cultural or health related institutions; hospital facilities and supportive health care units; residential institutional uses at a maximum of twelve (12) units per acre, essential public services and facilities; fire and emergency operation facilities; and utilities. Wireless communications facilities may be provided as a major conditional use. Lands designated PS shall contain sufficient acreage and open space and be properly screened and buffered in order to minimize potential adverse impacts on adjacent land uses. The maximum floor area ratio for areas designated PS shall not exceed 0.25, except that a FAR up to 0.35 may be allowed on designated receiver sites through the transfer of development rights, as provided for in the Land Development Regulations.

Pursuant to the concurrency management program described in Objective 9-1.2, the Village shall monitor the need for increased land area for public and semi-public services and shall ensure that the PS land use designation on the Future Land Use Map is sufficient to accommodate increased needs for these uses, including public schools and associated facilities.

The proposed map amendment would be consistent with Policy 2.8.1. This site will be more suited for commercial use than institutional use.

Comprehensive Plan Objective 1-1.1: Plan and Design for Residential Quality and Objective 1-1.2: Reinforce and enhance the Villages Appearance

Realizing the following:

That the Village incorporated to create a Comprehensive Plan to reclaim the Keys by

conserving, preserving, and retaining our remarkable assets—our waters and natural environment—and our quality of life;

That the Village is and must continue to be synonymous with sport fishing, diving, the Everglades National Park, the living coral reef, Indian Key, Lignumvitae Key, Shell Key, Windley Quarry, and many species of fish and fowl;

That the Comprehensive Plan must further understanding of the ecological limits of our Keys and prohibit any further degradation of our natural resources by incompatible land and marine activities such as casino boats, sea planes, personal watercraft, and other watercraft that are operated improperly; and

That the Comprehensive Plan must describe public and private actions needed to protect and retain the Village's waterways and natural resources comprising our unique ecosystem as well as preserve the quiet solitude of the backcountry.

The Comprehensive Plan shall provide a growth management framework that:

- Directs development only to sites that can accommodate such activity without promoting conflict with natural resources;
- Encourages sustainability by limiting growth in order to establish and maintain acceptable levels of service for hurricane evacuation, potable water and wastewater services, traffic flow, recreation and open space as well as reclaim and preserve the quality of our natural resources;
- Keeps development away from the shoreline and wetlands;
- Provides a sound basis for developing land use controls that ensure acceptable levels of service for hurricane evacuation, protect coastal resources, including nearshore waters, wetlands, grassbed flats, mangroves, as well as hammocks, and establish a basis for managing landscaping, signage, parking, drainage, and water quality;
- Relies on ecological constraints to establish limits for growth and create standards and criteria to ensure that human induced activities do not diminish assets of our unique coastal environment; and
- Ensures that the character and location of land uses incorporate best management practices and principles of resource conservation, promote orderly land use transition, and minimize threats to health, safety, and welfare which may be caused by incompatible land uses, environmental degradation, hazards and nuisances.

The proposed map amendment is consistent with these objectives by encouraging the repurposing of existing developed sites.

Future Land Use Map (FLUM) Amendment Criteria

Pursuant to the DEO State Coordinated Review Submittal Guidelines, in the case of FLUM Amendments, the following information must be provided:
Explanation of how the application satisfies the applicable criteria in the Land Development Regulations, Comprehensive Plan, and Principles for Guiding Development:

1. A description of the availability of and the demand on the follow public facilities: sanitary sewer, solid waste, drainage, potable water, traffic circulation, schools, and recreation, as appropriate; and,

Applicant's Response:
At the present time, no additional development is contemplated for the property and the existing structures are to remain the same. Accordingly, there is existing adequate water, sewer, and solid waste services to service the existing developed parcel. Additionally, the traffic circulation, schools, and recreational open space have already been assessed and accounted for since this property has been developed for over fifty years.

2. Information regarding the compatibility of the proposed land use amendments with the Comprehensive Plan future land use element objectives and policies, and those of other affected elements.

Any proposed future development is any will be subject to Village approval before it is constructed. Any future permitted work will not be averse to the Comprehensive Plan.

Compatibility with the Principles for Guiding Development:

The following shall be the principles with which any plan amendments must be consistent pursuant to the Florida Keys Area of Critical State Concern designation as set out in Chapter 380.0552(7), Florida Statutes.

(a) To strengthen local government capabilities for managing land use and development so that local government is able to achieve these objectives without the continuation of the area of critical state concern designation.

Village Staff Response:
The proposed FLUM is consistent with Principle (a) of the Principles for Guiding Development as it is not anticipated to negatively impact local government capability for managing land use and development.

(b) To protect shoreline and marine resources, including mangroves, coral reef formations, seagrass beds, wetlands, fish and wildlife, and their habitat.

Village Staff Response:
The proposed FLUM is consistent with Principle (b) of the Principles for Guiding Development. No new development is planned and the existing operations will have no negative impact on existing habitat.

(c) To protect upland resources, tropical biological communities, freshwater wetlands, native tropical vegetation (for example, hardwood hammocks and pinelands), dune ridges and beaches, wildlife, and their habitat.

Village Staff Response:
The proposed FLUM is consistent with Principle (c) of the Principles for Guiding Development. Any future redevelopment proposed on the subject property is required to meet environmental setback criteria, meet local Comprehensive Plan and Land Development Regulation requirements, and obtain appropriate permits from state and federal agencies as necessary.

(d) To ensure the maximum well-being of the Florida Keys and its citizens through sound economic development.

Village Staff Response:

The proposed FLUM is consistent with Principle (d) of the Principles for Guiding Development. Any potential future redevelopment of the subject property would support the maximum well-being of the Florida Keys citizens and the economic health of the area by directing redevelopment on the property to preserve and protect the disturbed and sparsely vegetated area.

(e) To limit the adverse impacts of development on the quality of water throughout the Florida Keys.

Village Staff Response:
The proposed FLUM is consistent with Principle (e) of the Principles for Guiding Development. Any development would be required to adhere to all applicable land development regulations including the implementation of stormwater regulations which aid in protecting near shore water quality.

(f) To enhance natural scenic resources, promote the aesthetic benefits of the natural environment, and ensure that development is compatible with the unique historic character of the Florida Keys.

Village Staff Response:
The proposed FLUM is consistent with Principle (f) of the Principles for Guiding Development. The proposed FLUM amendment, in conjunction with the companion application for a Zoning Map Amendment, will ensure that the subject property meets the standards of review of the Comprehensive Plan and the Land Development Regulations (LDRs), including but not limited to: requirements for minimum open space; habitat preservation, concurrency management and level of service (LOS) standards for transportation, infrastructure, wastewater, stormwater and other public services; off-street parking and internal circulation; required setbacks; landscaping, dedicated conservation easements for existing habitat; on-site and off-site improvements and design amenities required to achieve land use compatibility for the surrounding land uses and zoning districts.

(g) To protect the historical heritage of the Florida Keys.

Village Staff Response:
The proposed FLUM is consistent with Principle (g) of the Principles for Guiding Development as this property was the original movie theater in Islamorada.

(h) To protect the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public investments, including:
1. The Florida Keys Aqueduct and water supply facilities;
2. Sewage collection and disposal facilities;
3. Solid waste collection and disposal facilities;
4. Key West Naval Air Station and other military facilities;
5. Transportation facilities;
6. Federal parks, wildlife refuges, and marine sanctuaries;
7. State parks, recreation facilities, aquatic preserves, and other publicly owned properties;
8. City electric service and the Florida Keys Electric Co-op; and
9. Other utilities, as appropriate.

Village Staff Response:
The proposed FLUM is consistent with Principle (h) of the Principles for Guiding Development.

The proposed FLUM amendment would not adversely impact the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public investments.

(i) Protecting and improving water quality by providing for the construction, operation, maintenance, and replacement of stormwater management facilities; central sewage collection; treatment and disposal facilities; and the installation and proper operation and maintenance of onsite sewage treatment and disposal systems.

Village Staff Response:
The proposed FLUM is consistent with Principle (i) of the Principles for Guiding Development. The proposed FLUM amendment would not adversely affect storm water management facilities, central sewage collection, treatment and disposal facilities, or the installation and proper operation and maintenance of onsite sewage treatment and disposal systems.

(j) Ensuring the improvement of nearshore water quality by requiring the construction and operation of wastewater management facilities that meet the requirements of § 381.0065(4)(1) and 403.086(10), as applicable, and by directing growth to areas served by central wastewater treatment facilities through permit allocation systems.

Staff Response:
The proposed FLUM is consistent with Principle (j) of the Principles for Guiding Development. Any proposed development as a result of the proposed FLUM amendment would be required to be consistent with the requirements of § 381.0065(4)(1) and 403.086(10), Florida Statutes, and the Village's Comprehensive Plan and Wastewater Master Plan.

(k) To limit the adverse impacts of public investments on the environmental resources of the Florida Keys.

Staff Response:
The proposed FLUM is consistent with Principle (k) of the Principles for Guiding Development. The proposed FLUM amendment is not anticipated to create adverse impacts on the environmental resources of the Florida Keys.

(l) To make available adequate affordable housing for all sectors of the population of the Florida Keys.

Staff Response:
The proposed FLUM is consistent with Principle (l) of the Principles for Guiding Development. The proposed FLUM amendment is not anticipated to negatively impact affordable housing.

(m) To provide adequate alternatives for the protection of public safety and welfare in the event of a natural or manmade disaster and for a post-disaster reconstruction plan.

Staff Response:
The proposed FLUM is consistent with Principle (m) of the Principles for Guiding Development. The proposed FLUM amendment would not affect the provision of adequate alternatives for the protection of public safety and welfare in the event of a natural or manmade disaster and for a post-disaster reconstruction plan. Furthermore, all structures built within the Village must meet the requirements of the Village's Code of Ordinances and the Florida Building Code.

(n) To protect the public health, safety, and welfare of the citizens of the Florida Keys and maintain the Florida Keys as a unique Florida resource.

Staff Response:
The proposed FLUM is consistent with Principle (n) of the Principles for Guiding Development. The proposed FLUM amendment would not negatively affect the health, safety, or welfare of the citizens of the Florida Keys.

At its meeting on January 12, 2026, LPA vote unanimously to recommend approval of this ordinance.

At its meeting on February 10, 2026, the Village Council voted to adopt this ordinance at first reading. After first reading we transmitted the ordinance to the Department of Commerce. Attached to your package is their letter of no objection.

Budget Impact:
None

Staff Impact:
There is no anticipated impact to Staff other than updating of the official zoning maps.

Recommendation:
Staff recommends the Approval of this ordinance.

Attachments:
1. ICCFLUM ORD Village with first vote
2. LPA BAckup (1)
3. VIL. ISLAMORADA 26-01ACSC ICC

ORDINANCE NO. 26-

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, TO AMEND THE VILLAGE'S FUTURE LAND USE MAP FROM PUBLIC/SEMI-PUBLIC SERVICES (PS) TO MIXED USE (MU) FOR THE SUBJECT PROPERTY, LOCATED ON UPPER MATECUMBE KEY, WITH REAL ESTATE NUMBER 00402900-000000, AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

WHEREAS, the Official Future Land Use Map of Islamorada, Village of Islands (the "Village") became effective April 30, 2002; and

WHEREAS, the Village of Islamorada has requested an official Future Land Use Map amendment from Public-Semi Public (PS) to Mixed Use (MU) for a parcel consisting of approximately 32,000 square feet of land, with Real Estate number 00402900-000000, as legally described below; and

WHEREAS, pursuant to Section 166.041, Florida Statutes and Sections 30-101 and 30-213 of the Village Code of Ordinances (the "Code"), the Village Local Planning Agency publicly considered the Future Land Use Map Amendment during a duly noticed public hearing; and

WHEREAS, in accordance with Section 166.041, Florida Statutes, and Section 30-213 of the Village Code, notice of the public hearings has been given for the proposed adoption of this Ordinance; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council") finds that the adoption of the Official Future Land Use Map Amendment 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; and

WHEREAS, the Village Council has determined that the proposed Future Land Use Map Amendment is consistent with the Village Comprehensive Plan; and

WHEREAS, the Village Council desires to adopt the proposed Future Land Use Map Amendment in accordance with State law.

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

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

Section 2. Approval/Denial of Future Land Use Map Amendment. The Official Future Land Use Map Amendment is hereby **approved** as part of the Official Future Land Use Map of the Village. A copy of the Official Future Land Use Map Amendment is attached as Exhibit "A" and incorporated herein by this reference, for the following described property:

CORAL VIEW PB3-105 UPPER MATECUMBE KEY LOTS 1 2 3 & 4 OR576-56 RE: 40291 & 40292 COMBINED IMPROVEMENTS SIT ON ALL LOTS 8-3-89

Section 3. Transmittal. The Village Clerk is hereby authorized to forward a copy of this Ordinance to the State Department of Commerce ("Commerce") for approval in accordance with Section 380.05(6), Florida Statutes.

Section 4. Effective Date. This Ordinance shall not become effective until approved pursuant to Final Order by the Florida Department of Commerce (Commerce) pursuant to Section 163.3184, Florida Statutes or if the Final Order is challenged, until the challenge to the order is resolved pursuant to Chapter 380.05, Florida Statutes.

The foregoing Ordinance was offered by Councilwoman Gillis, who moved for 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 Don Horton	YES
Vice Mayor Sharon Mahoney	YES
Councilwoman Deb Gillis	YES
Councilwoman Anna Richards	YES
Councilman Steve Friedman	YES

PASSED on the first reading this 10th day of February 2026.

[Remainder of this page intentionally left blank]

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

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

PASSED AND ADOPTED on the second reading this _____ day of _____, 2026.

_____
DON HORTON, MAYOR

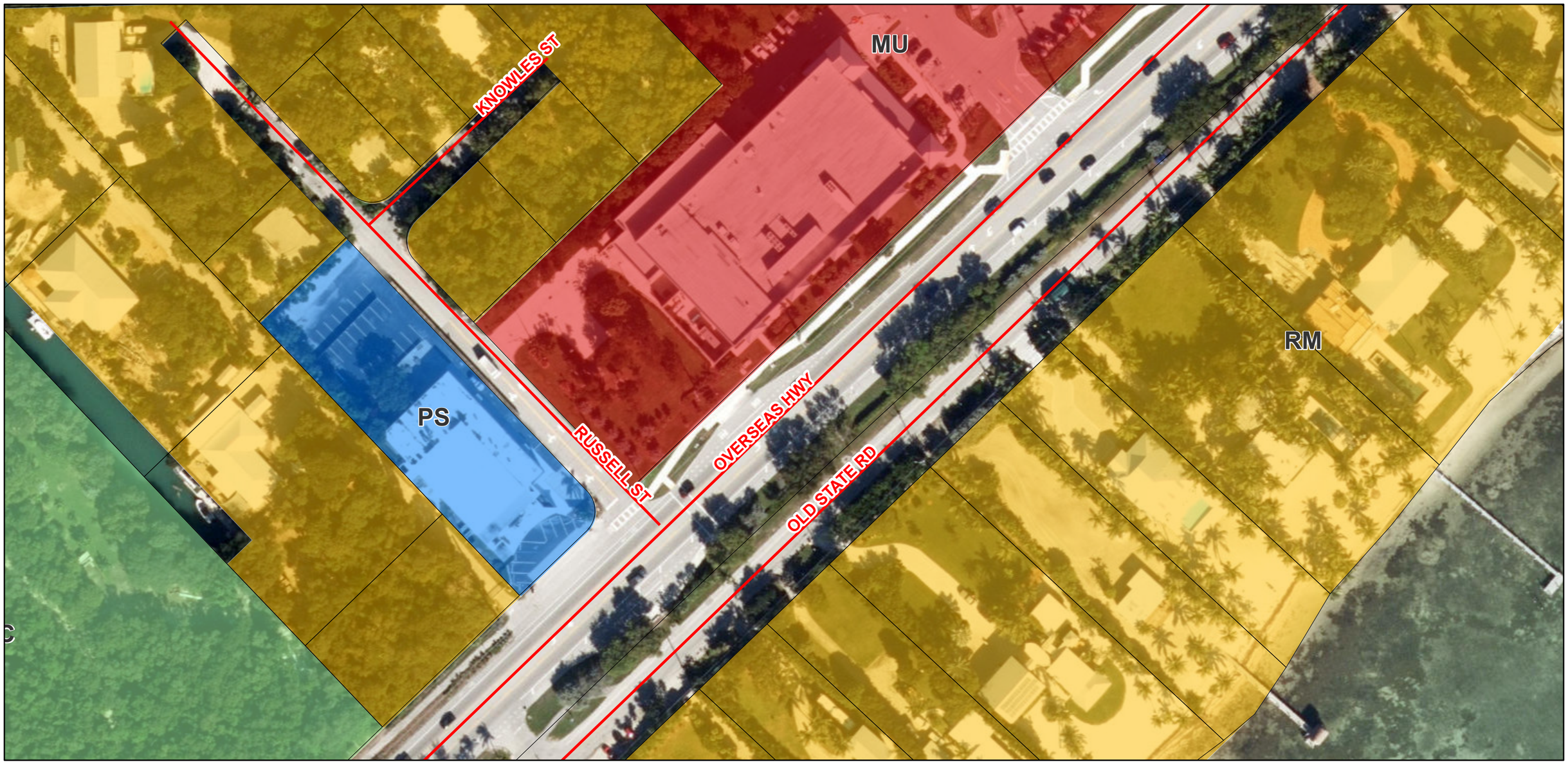
ATTEST:

_____
MARNE MCGRATH, VILLAGE CLERK

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

_____
JOHN J. QUICK, VILLAGE ATTORNEY

Islamorada FLUM



10/17/2023, 3:02:25 PM

- Streets
- Parcels

FLUM

- Residential Conservation (RC)
- Residential Medium (RM)
- Mixed Use (MU)
- Public/Semi-Public Services (PS)

1:1,128

0 0.01 0.02 0.04 mi

0 0.02 0.04 0.07 km

Monroe County BOCC, Maxar, Microsoft

Village of Islamorada
Monroe County BOCC, Maxar, Microsoft |

Islamorada, Village of Islands,
Planning and Development Services Department

APPLICATION FOR MAP AMENDMENT

Pursuant to Chapter 30, Article IV, Divisions 8 & 9

	Application Type	Application Fee	Deposit	Total Fee Due
[X]	Future Land Use and Zoning	$5,120.00	$3,000.00	$8,120.00
[ ]	Zoning Only	$2,500.00	$3,000.00	$5,500.00

[ ] Request concurrent Future Land Use and Zoning Hearings pursuant to 163.3184(12), Florida Statutes

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 Submittal Requirements below for a list of required submittals and documents.

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: Islamorada, Village of Islands
Mailing Address: 86800 Overseas Hwy, Islamorada, FL 33036
Primary Phone: 305-664-6460 Fax:
Email: village.manager@islamorada.fl.us

PROPERTY OWNER:

Name: Islamorada, Village of Islands
Mailing Address: 86800 Overseas Hwy, Islamorada, FL 33036
Primary Phone: 305-664-6460 Fax:
Email: village.manager@islamorada.fl.us

LEGAL DESCRIPTION OF PROPERTY: If in metes and bounds, attach legal description on separate sheet.

Physical Address: 83250 Overseas Hwy, Islamorada, FL 33036 Mile Marker: 83
Lot: 1,2,3,4 Block: Subdivision: Coral View
[ ] Plantation Key [ ] Windley Key [■] Upper Matecumbe Key [ ] Lower Matecumbe Key
Real Estate (RE) Number: 00402900-000000 Alternate Key: 1495221

PROPERTY DESCRIPTION:

Total Land Area: 32,000 +/- sf Square Feet Acres
Existing Use of Property: municipal - storage
Has an Application for Map Amendment been submitted for this site within the past two (2) years? [ ] Yes [■] No
If yes, provide name and date of application:

PROPOSED MAP AMENDMENT:

Current Future Land Use Map Category: PS Current Zoning District: PS
Proposed Future Land Use Map Category: MU Proposed Zoning District: HC

SUBMITTAL REQUIREMENTS:

☐ **Correct application fee.** Check or money order to "Islamorada, Village of Islands".

☐ **Notarized agent authorization letter**, if applicable, including the agent's name, address and phone number authorizing the applicant/agent to act on all property owners' behalf.

■ **Proof of ownership** e.g. warranty deed, lease or pending sale contract.

■ **Property record card** from the Monroe County Property Appraiser.

■ **Copy of current Future Land Use Map** clearly marking the boundaries of the property. Map may be request from Planning and Development Service Department prior to application submittal.

■ **Copy of current Official Zoning Map** clearly marking the boundaries of the property. Map may be request from Planning and Development Service Department prior to application submittal.

■ **Photographs** of the site taken from adjacent streets.

■ **Signed and sealed survey** prepared by a Florida registered surveyor. The survey shall include elevations and location of all existing structures, paved areas, location of all utility structures, all easements, all bodies of water on and adjacent to the site, docks, piers, mean high water line and total acreage by habitat (**please provide a digital copy in addition to the signed and sealed survey).**

■ **Data and analysis (including a land use need analysis)** pursuant to Comprehensive Plan Policy 1-2.1.13, demonstrating there is a need for the amount of development allowed by the proposed FLUM designations in order to accommodate the Comprehensive Plan's projected population growth within the planning timeframe of the Comprehensive Plan.

■ **Explanation** of how the application satisfies each of the applicable criteria in the Land Development Regulations, Comprehensive Plan and Principles for Guiding Development pursuant to § 380.0552(7), Florida Statutes. See **Attachment A** for list of criteria.

If deemed necessary to complete a full review of the application, the Planning and Development Services Department reserves the right to request additional information.

I certify that I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete and accurate. I certify that all information required has been provided.

Digital signatures do not require notarization when they can be verified by a Trusted Certificate issued by a third-party Certificate Authority. If you are not using a "verifiable digital signature", print this document and have it notarized.

DM 12/05/25

Signature of Applicant **Date**

Print Name: Ron Saunders, Village Manager

STATE OF Florida

COUNTY OF Monroe

Sworn to and subscribed before me by means of ✓ physical appearance or ____ online notarization, this 5th day of December, 20 25, by Ron Saunders (name of person signing the application) as Village Manager (type of authority e.g. officer, manager / member, trustee, attorney in fact) for IVOI (name of entity or party on behalf of whom application was executed).

Stephanie Conde

Signature of Notary Public

SEAL: Stephanie Conde Comm.: HH 739375 Expires: Nov. 27, 2029 Notary Public - State of Florida

☑ Personally Known ☐ Produced Identification Type of ID_____

ATTACHMENT A

Future Land Use Map (FLUM) Amendment Criteria. The applicant shall submit all information required to adequately address the filing requirements adopted by the Florida Department of Economic Opportunity ("DEO"). In addition, the applicant shall submit all other information necessary to address the comprehensive planning criteria of the Village.

Pursuant to the DEO State Coordinated Review Submittal Guidelines, in the case of FLUM amendments, the following information must be provided:

1. A description of the availability of and the demand on the following public facilities: sanitary sewer, solid waste, drainage, potable water, traffic circulation, schools and recreation, as appropriate; and
2. Information regarding the compatibility of the proposed land use amendments with the Comprehensive Plan future land use element objectives and policies, and those of other affected elements.

All proposed FLUM amendments must be consistent with the Principles for Guiding Development within the Florida Keys Area of Critical State Concern, pursuant to § 380.0552(7), Florida Statutes. The Principles are listed below.

(a) Strengthening local government capabilities for managing land use and development so that local government is able to achieve these objectives without continuing the area of critical state concern designation.

(b) Protecting shoreline and marine resources, including mangroves, coral reef formations, seagrass beds, wetlands, fish and wildlife, and their habitat.

(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.

(d) Ensuring the maximum well-being of the Florida Keys and its citizens through sound economic development.

(e) Limiting the adverse impacts of development on the quality of water throughout the Florida Keys.

(f) Enhancing natural scenic resources, promoting the aesthetic benefits of the natural environment, and ensuring that development is compatible with the unique historic character of the Florida Keys.

(g) Protecting the historical heritage of the Florida Keys.

(h) Protecting the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public investments, including:

1. The Florida Keys Aqueduct and water supply facilities;
2. Sewage collection, treatment, and disposal facilities;
3. Solid waste treatment, collection, and disposal facilities;
4. Key West Naval Air Station and other military facilities;
5. Transportation facilities;
6. Federal parks, wildlife refuges, and marine sanctuaries;
7. State parks, recreation facilities, aquatic preserves, and other publicly owned properties;
8. City electric service and the Florida Keys Electric Co-op; and
9. Other utilities, as appropriate.

(i) Protecting and improving water quality by providing for the construction, operation, maintenance, and replacement of stormwater management facilities; central sewage collection; treatment and disposal facilities; and the installation and proper operation and maintenance of onsite sewage treatment and disposal systems.

(j) Ensuring the improvement of nearshore water quality by requiring the construction and operation of wastewater management facilities that meet the requirements of § 381.0065(4)(l) and 403.086(10), as applicable, and by directing growth to areas served by central wastewater treatment facilities through permit allocation systems.

(k) Limiting the adverse impacts of public investments on the environmental resources of the Florida Keys.

(l) Making available adequate affordable housing for all sectors of the population of the Florida Keys.

(m) Providing adequate alternatives for the protection of public safety and welfare in the event of a natural or manmade disaster and for a post-disaster reconstruction plan.

(n) Protecting the public health, safety, and welfare of the citizens of the Florida Keys and maintaining the Florida Keys as a unique Florida resource.

The Village Council shall make its determination on proposed FLUM amendments on legitimate public purpose based on one or more of the following factors:

1. Demand for the proposed FLUM category in the village in relation to the amount of land currently assigned the FLUM designation and available to accommodate that demand;
2. Compatibility of the site's physical, geological, hydrological and other environmental features, with the uses permitted in the proposed FLUM category;
3. Data errors, including errors in mapping, vegetative types and natural features described in the comprehensive plan;
4. New issues;
5. Recognition of a need for additional detail or comprehensiveness

However, in no event shall an amendment be approved which will result in an adverse community change.

Official Zoning Map Amendment Criteria. The purpose of this application is to provide a means for changing the Official Zoning Map. It is not intended to relieve particular hardships, nor to confer special privileges or rights on any person, nor to permit a change in community character, as analyzed in the Comprehensive Plan, but only to make necessary adjustments in light of changed conditions. In determining whether to grant a requested amendment, the Village Council shall consider the factors set forth below and the consistency of the proposed amendment with the provisions and intent of the Comprehensive Plan.

The Village Council must find that the application is consistent with the Comprehensive Plan, that the applicant has complied with all procedural requirements of the Code and that the maintenance of the existing zoning on the property does not accomplish a legitimate public purpose. The Village Council shall make its determination on legitimate public purpose based on one or more of the following factors:

1. Demand for the proposed zoning district in the Village in relation to the amount of land currently zoned and available to accommodate that demand;
2. Compatibility of the site's physical, geological, hydrological and other environmental features, with the uses permitted in the proposed zoning district;
3. Data errors, including errors in mapping, vegetative types and natural features described in the Comprehensive Plan;
4. New issues;
5. Recognition of a need for additional detail or comprehensiveness; or
6. Compatibility of the proposed district with the property surrounding the site of the requested rezoning and any applicable neighborhood or redevelopment plan.

However, in no event shall an amendment be approved which will result in an adverse community change.

Monroe County 2010-2030

Population Projections

March 15, 2011

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Appendix 1 – Monroe County Planning Department Population Study

Appendix 2 - FKAA Seasonal Methodology

Appendix 3 - County Population with Seasonal Replacement Calculations

Appendix 4 – Response to DCA Review Notes/Request for Additional Information

1.0 Background - Forecast Approach

The population forecast was prepared[1] for unincorporated Monroe County through year 2030 for the update of the County's Comprehensive Plan. Population is identified according to upper/middle/lower (UML) keys. It is based on the countywide functional population control total forecast through 2030; functional population is the sum of permanent plus seasonal population.

The Keith and Schnars (K&S) team begins with a permanent population forecast and a seasonal population forecast at the county level. The seasonal population series is based on the Florida Keys Aqueduct Authority (FKAA) data series. This series includes estimates of seasonal residences, RV's, hotel/motel, camps, boat liveaboards, mobile home, and other. The Department of Community Affairs (DCA) has recommended using the FKAA series for the purposes of estimating the seasonal population component, with appropriate updates to the methodology.

The permanent population series is the latest published by the University of Florida, Bureau of Economic and Business Research (BEBR). In as much as ROGO has been in place since 1993, BEBR population projections reflect a ROGO constrained growth trend. This means permanent population growth projections implicitly assume the continuation of the ROGO constraint and the effects of the ROGO constraint are implicitly embedded in the history.

2.0 ROGO Based Permanent Population Series

The ROGO based permanent population series will be used in the Comp Plan update as one component of the functional population. At the county level, for control totals, DCA has recommended using the latest BEBR annual estimates and the BEBR Medium series population projections from PS 156, published March 2010 for permanent population estimates.

3.0 Analysis of Permanent Population Data

University of Florida annual population estimates for municipalities and unincorporated areas indicates permanent population fell in the Keys from 2006-2008, with some a return to growth evidenced in 2009. The effect of the short term decline is to drive the long term population projections down. Thus, both recent history and future projections from BEBR suggest a downward trend in permanent population. This is reflected in the resulting Functional Population series shown in Fi**gure 1.** This series represents the sum of the most recent BEBR permanent projection and the FKAA seasonal projection.

[1] The population forecast was prepared by Fishkind and Associates with support from Keith and Schnars, P.A.

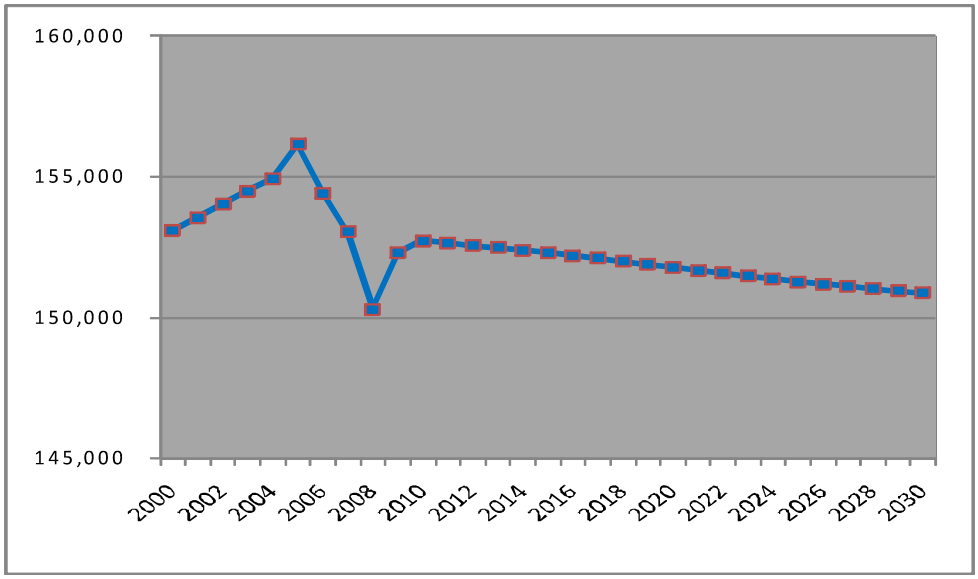

Figure 1 – Preliminary Functional Population Projection

4.0 Analysis of Seasonal Population Data

There is ongoing ROGO based residential growth and there is a substantial inventory of non-conforming, substandard, live-aboard and RV camp housing. Substandard, non-conforming units are being gradually removed from inventory, however, not at a rate fast enough to net out all residential growth. It is our view a portion of the permanent population losses have occurred as a result of the recession, a rise in foreclosures, depletion of affordable housing and increased unemployment. Nearly 3,500 units have been foreclosed throughout the Keys since 2005. The rise in home prices and threat of hurricanes has also contributed in our view to some permanent population loss. Losses associated with some of these conditions may be temporary, resulting in renewed growth after the recession. The BEBR annual permanent population estimate for 2009 indicated, net positive permanent population growth in 2009 and small losses in 2010.

On the other hand, of all the new single family housing growth in Monroe County since 1999, nearly 70% has been in non-homesteaded units. It is likely this is a function of both growth in seasonal population as well as permanent population loss, which may cause once permanently occupied existing units to become non-homesteaded. This latter aspect represents a shift from existing permanent population to seasonal population and is why the non-homesteaded mix is so high.

5.0 Seasonality

Seasonal population is one component of Functional population. K&S has researched three functional population series. The three functional series in this analysis include permanent populations based on Census, BEBR and FKAA. In each of these scenarios the same Seasonal series, from FKAA, is used. The FKAA seasonal series is the seasonal series developed by Monroe County Planning Department (MCPD). The detailed methodology for the Seasonal series is found in the MCPD report included as Appendix 1. The FKAA seasonal series methodology generated from the MCPD report is found in **Appendix 2**.

As permanent population has fallen we must examine whether and the degree to which it is replaced by seasonal population. The American Communities Survey from 2005, 2008 and the Census 2000 data indicate a substantial increase in housing units held for seasonal use. These data indicate the number of seasonal units has risen from 12,628 in 2000 to 15,262 in 2005 to 19,195 in 2008 (**Table 2**). This is an increase of 6,567 seasonal units. This would represent a shift into seasonal population by as much as 16,418 persons. During the same period permanently occupied units have fallen from 35,086 to 29,084, some 6,002 units or a decline of 15,005 persons (**Table 1**). Based on the ACS and Census data, the loss in permanent population is approximately equivalent to the gain in seasonal population since year 2000.

Table 1- H1 – Vacant and Occupied Unit Counts

Table H1. Housing Units by Vacancy Status and Tenure by Units in Structure, 2000 - Monroe County

Monroe County Units in Structure	Occupied Units			Vacant Units	Total Units	Vacant %
	Owner	Renter	Total			
1, detached	13,866	3,496	17,362	6,850	24,212	28.29%
1, attached	1,045	1,503	2,548	1,655	4,203	39.38%
2	480	1,598	2,078	453	2,531	17.90%
3 or 4	306	1,875	2,181	589	2,770	21.26%
5 to 9	215	1,042	1,257	897	2,154	41.64%
10 to 19	403	425	828	899	1,727	52.06%
20 to 49	375	180	555	1,039	1,594	65.18%
50 or more	346	1,043	1,389	444	1,833	24.22%
Mobile home	4,468	1,945	6,413	3,401	9,814	34.65%
Boat, RV, van, etc.	396	79	475	304	779	39.02%
Total	21,900	13,186	35,086	16,531	51,617	32.03%

Table H1. Housing Units by Vacancy Status and Tenure by Units in Structure, 2005 - Monroe County

Monroe County Units in Structure	Occupied Units			Vacant Units	Total Units	Vacant %
	Owner	Renter	Total			
1, detached	16,618	2,024	18,642	7,448	26,090	28.55%
1, attached	1,427	2,106	3,533	2,978	6,511	45.74%
2	621	973	1,594	636	2,230	28.52%
3 or 4	52	1,521	1,573	638	2,211	28.86%
5 to 9	458	482	940	1,440	2,380	60.50%
10 to 19	597	46	643	505	1,148	43.99%
20 to 49	132	1,125	1,257	1,198	2,455	48.80%
50 or more	435	532	967	203	1,170	17.35%
Mobile home	2,876	1,485	4,361	3,904	8,265	47.24%
Boat, RV, van, etc.	405	46	451	0	451	0.00%
Total	23,621	10,340	33,961	18,950	52,911	35.81%

Table H1. Housing Units by Vacancy Status and Tenure by Units in Structure, 2008 - Monroe County

Monroe County Units in Structure	Occupied Units			Vacant Units	Total Units	Vacant %
	Owner	Renter	Total			
1, detached	15,019	3,344	18,363	10,351	28,714	36.05%
1, attached	490	1,233	1,723	3,209	4,932	65.06%
2	371	803	1,174	764	1,938	39.42%
3 or 4	283	699	982	1,581	2,563	61.69%
5 to 9	272	845	1,117	2,158	3,275	65.89%
10 to 19	170	202	372	1,011	1,383	73.10%
20 to 49	161	56	217	828	1,045	79.23%
50 or more	463	504	967	816	1,783	45.77%
Mobile home	2,739	1,121	3,860	4,011	7,871	50.96%
Boat, RV, van, etc.	164	145	309	0	309	0.00%
Total	20,132	8,952	29,084	24,729	53,813	45.95%

Table 2-H3

Table H3. Number of Vacant Units by Vacancy Status, 2000 - Monroe County

Monroe County Vacancy Status	Vacant Units	%
For rent	1,663	10.06%
For sale only	759	4.59%
Rented or sold, not occupied	304	1.84%
For seasonal, recreational, or occasional use	12,628	76.39%
For migrant workers	48	0.29%
Other vacant	1,129	6.83%
Total	16,531	100.00%

Table H3. Number of Vacant Units by Vacancy Status, 2005 - Monroe County

Monroe County Vacancy Status	Vacant Units	%
For rent	943	4.98%
Rented, not occupied	458	2.42%
For sale only	448	2.36%
Sold, not occupied	123	0.65%
For seasonal, recreational, or occasional use	15,738	83.05%
For migrant workers	0	0.00%
Other vacant	1,240	6.54%
Total	18,950	100.00%

Table H3. Number of Vacant Units by Vacancy Status, 2008 - Monroe County

Monroe County Vacancy Status	Vacant Units	%
For rent	1,581	6.43%
Rented, not occupied	53	0.22%
For sale only	1,545	6.28%
Sold, not occupied	441	1.79%
For seasonal, recreational, or occasional use	19,195	78.03%
For migrant workers	0	0.00%
Other vacant	1,914	7.78%
Total	24,729	100.53%

Source: US Census and American Communities Survey;
Prepared by the South Florida Regional Planning Council

Contributing to the support of the seasonal increase phenomenon is the rate of foreclosures and the Monroe County Property Appraiser data regarding homestead exemptions. It is generally believed non-homesteaded properties represent seasonal vacant, second homes, or for-rent units. Population in these should be distinguished from

short-term tourist visitors. However, in times of high foreclosure rates, a shift to non-homestead may represent a temporary loss in permanent population.

During the housing bubble from 2003-2008 in fact non-homesteaded units did rise. This coincided with a rise in foreclosures, as well as speculative investing and reported permanent population losses. There were 3,431 foreclosures in Monroe County from 2005-2009.

During the 2000-2009 period, total homesteaded units increased from 16,005 to 16,698 units, a net increase of 693 units. Non-homesteaded units moved from 20,784 to 22,197, a net increase of 1,413 units. This compares with the 3,431 foreclosures from 2005-2009, recognizing it is likely as much as half of the foreclosed units may have been resold since the initial foreclosures which began in 2005, and some tendency to for those units to return to a homesteaded status. By 2009, after speculative investing ceased, the share of non-homesteaded properties went back down, falling to 2003 levels. This is consistent with the expectation of resold foreclosures regaining homesteads (**Figure 2**). Also, as noted, permanent population increased during 2009 according to BEBR, supporting an increase in permanent population.

The non-homestead rate for all units is now 57.1%. This is essentially the same rate both pre and post bubble. Single family non-homestead rates began to move up more closely in concert with rising foreclosures (**Figure 2**). This supports our belief a considerable portion of permanent population losses may be attributable to foreclosures arising from the speculative housing bubble, and thus temporary. The expectation is some permanent population may return to these units over the course of the planning horizon – thus permanent population may increase over this period in substantially greater numbers than the growth in new housing units. To the degree this condition occurs, the BEBR medium series permanent population projection will be in error and will under-project permanent population growth. Planning for this contingency in the face of an unknown resolution to thousands of foreclosures is necessary. Thus, reflecting the population associated with portions of these foreclosed units as non-homestead and seasonal population will also correct and compensate for this potential longer term problem with the BEBR projection.

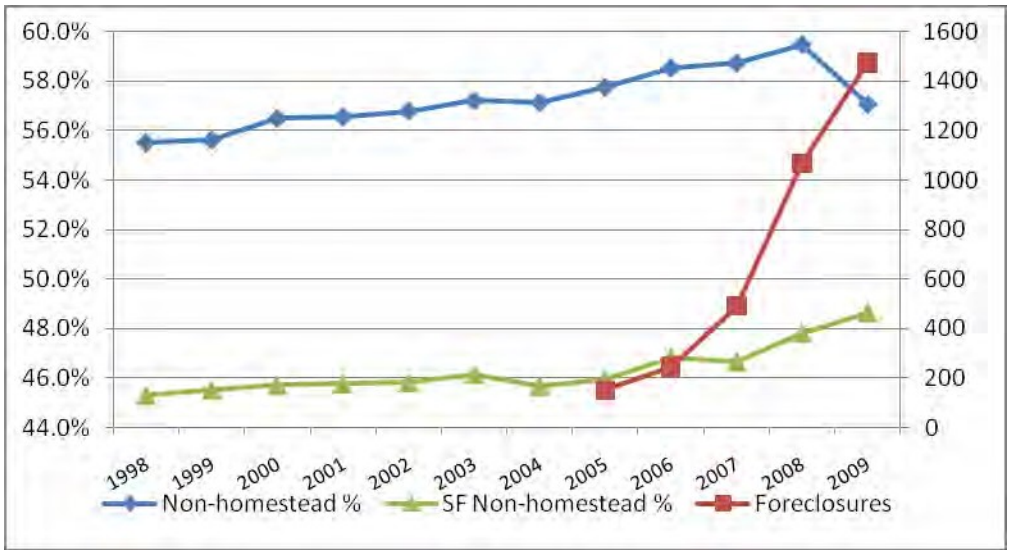

Figure 2- Monroe County – Foreclosures and The Percent of Non-Homestead Residential Units

There has been an increase in vacant units from 2005-2009. During this period both the Census and BEBR indicated permanent population loss. From 2005 to 2008 the ACS indicated an increase in seasonal vacancy of 3,457 units. During the 2005-2009 period, foreclosure data indicated there were 3,431 foreclosures, as noted earlier. Thus, the ACS data indicates, on net, the permanent population losses and associated housing vacancy is being shifted into seasonal units. Further, it is believed there is associated seasonal (non-permanent population) associated with these vacant units. With a reported permanent population growth in 2009 and increasing homestead exemptions in 2009 on one hand and coinciding numbers of foreclosures and seasonal increase through ACS, it is equally possible in our view, the permanent population loss is temporary and due as much to the end of the housing bubble, foreclosures and rising unemployment as it is due to a shift from permanent to seasonal residency. It is likely both conditions exist and are occurring.

6.0 Methodological Flaw in MCPD and FKAA Regarding Seasonal Shift

The MCPD seasonal population methodology and the FKAA seasonal population methodology did not contemplate or recognize the shift of the existing population base from permanent to seasonal. The MCPD methodology considered residential unit growth only and the depletion of available buildable lots, when contemplating the future level of either permanent or seasonal populations. This is partly due to the MCPD methodology not having the benefit of the data beyond year 2000 which shows a more pronounced shift among existing units from permanent/homesteaded units to non-homesteaded units, and the American Communities Survey data, which supports the seasonal shift.

The failure to consider or incorporate the shift in the existing population base is the reason for the change that has been made to the previously approved FKAA population methodology in this update. The methodological change employed here is to both shift some of the projected dwelling unit growth into seasonal residences ***and*** account for the loss of existing permanent residents through an offsetting shift to seasonal residents. Further, in the MCPD analysis, rather than showing seasonal population increasing as it has been, on pages 32 and 33 of the MCPD report it states an assumption was employed causing the seasonal population to decline in a similar fashion to anticipated permanent population decline.

The MCPD methodology employed an assumption called the "drag factor" of .1% per year to reduce the growth of seasonal populations over time. The "drag factor" is used to illustrate the assumption of seasonal population declines from the historic actual. However there is no analysis or data which is presented to support the use of the "drag factor", nor the .1% level of the "drag factor" with respect to seasonal populations. Further there is no mention or discussion in the MCPD analysis which recognizes that the loss in the existing permanent population base may be offset by an increase in the seasonal population. The current population projections in this report correct this methodological flaw.

The discussion of the "drag factor" assumption is found in the MCPD permanent population methodology on page 30 and is excerpted below:

> A "drag" factor was applied to each year's percent increase figures by PAED. This drag factor increases by .1% each year over the ten year period, so that by 2015, the rate of increase in permanent resident population by PAED will have declined by 1.1%. This drag factor was employed as an assumption that the availability of building permits will decline as the carrying capacity of the Keys is reached. It is also likely that the availability of building sites will also decline in the early years of the twenty-first century. Analysis has shown that a 1.1% decline in mean percentage increases in population over a ten year period would not significantly affect the validity of the population forecasts. It is important to note this methodology reveals the beginnings of a decline in the total number of permanent residents in unincorporated Monroe County by 2014.

Source: Appendix 1; MCPD, Pg 30 re: discussion of permanent population

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The use of the "drag factor" assumption as applied to growth in seasonal population is found in the methodology on page 33 is excerpted below:

> A similar methodology was employed to determine the seasonal resident and vacation rental visitor population by PAED from 2005 to 2015. Essentially, the average percent increase figure was applied to the previous year's population figures. The product of this equation was then added to the previous year's population to estimate the following year's total seasonal resident and vacation rental visitor population. A "drag" factor was applied to each year's percent increase figures by PAED (similar to the one applied to the permanent resident population figures). This drag factor increases by .1% each year over the ten year period, so that by 2015, the percent increase in seasonal resident and vacation rental visitor population by PAED will have declined by 1.1%. It is important to note this methodology reveals the beginnings of a decline in the total number of seasonal residents and visitors in vacation rentals in unincorporated Monroe County by 2013, one year prior to similar declines expected for the permanent resident population forecasts.

Source: Appendix 1, MCPD; Pg 33 re: discussion of seasonal population

In this analysis the attempt has been made to analyze and determine whether and to what degree the existing permanent base has shifted to seasonal population, and to correct the population projections to reflect this phenomenon.

7.0 Seasonality in Retail Sales

In a further test of seasonal conditions K&S examined historic monthly retail sales from 1998-2009 to determine if seasonal trends were becoming more pronounced. In this investigation we conducted a regression analysis using inflation adjusted monthly gross retail sales for Monroe County as the dependent variable. The econometric model developed tests both the effects of cyclical economic conditions and seasonal variations as predictors of retail sales. We further tested this model to determine if, over time, the seasonal pattern became more pronounced.

The model's initial results indicate seasonal patterns are the strongest and most significant predictor of monthly retail sales. Cyclical factors including Gross Domestic Product, gasoline prices, unemployment and housing starts are also all significant predictors of retail sales. It is these cyclical factors which led to the 2006-2009 overall decline in sales. Thus these declines are not permanent as would be the case with a loss in permanent and seasonal population. Despite population losses in Monroe County estimated by BEBR for year 2010, retail sales did not decline, further validating the cyclical nature of sales.

The second part of the test indicates that the seasonal pattern did not increase over time compared with the average seasonality. The econometric model results are shown below in Table 3. These results indicate the overall predictive ability of the model is very high (R2=.963). Further, the seasonal dummy variable (SeasDum1), which tests seasonality over the historic test period, is highly significant (t=11.2) and finally, a second set of seasonal dummy variables to test for additional seasonality after 2005 and also for

additional peak season seasonality after 2005 (SeasDum2 and SeasDum3) both resulted in a lack of significance (t=.27 and t=.16 respectively). Thus, we conclude seasonal sales patterns are not changing nor were they becoming more pronounced from 2005-2009 compared with the 1998-2004 period. We believe this supports the theory that permanent population losses has been offset and replaced by a new type of seasonal population which spends, travels and behaves similarly to permanent population. This could be the case if a) homeowners lose a home to foreclosure and are forced to rent causing a shift to non-homesteaded (seasonal) units but still remain present in the market or b) newly built seasonal units are rented out for increasing periods and durations throughout the year, mimicking a "permanent" household. Anecdotal evidence supports both these conditions are presently occurring.

Other significant variables in the model include Gross Domestic Product, national gasoline prices, national housing starts and national unemployment rates. Interestingly, the change in Monroe County permanent population growth was not a significant predictor of retails sales, despite permanent population losses and a decline in of sales in 2007, 2008 and 2009. In such a case one would expect negative population growth would cause retail sales declines. Because this was not evident in the statistical analysis, our belief that the decline in retail sales was cyclical garners greater support. Thus we conclude economic recession and seasonal activity determine sales volumes but declining permanent population, which is not statistically significant, does not.

Again, the retail model analysis supports the view as permanent population is lost; it has been replaced by longer duration seasonal population or renters with no change in retail spending patterns. This would explain that while permanent population falls, there may be limited change in functional population due to seasonal replacement, as evidenced by retail sales.

Table 3 - Econometric Test Results for Increasing Seasonality

	SUMMARY OUTPUT			
	Regression Statistics			
	Multiple R	0.981816		
	R Square	0.9639626		
	Adjusted R S	0.9447427		
	Standard Err	9209659		
	Observations	24		
	ANOVA			
		df	*SS*	*MS*
	Regression	8	3.40318E+16	4.25E+15
	Residual	15	1.27227E+15	8.48E+13
	Total	23	3.53041E+16	
		Coefficients	*Standard Error*	*t Stat*
	Intercept	14947330	70400081.75	0.21232
GDP00	X Variable 1	28577.724	8869.439916	3.222044
WGAS	X Variable 2	-136177.6	110696.9446	-1.23018
HUSTQ	X Variable 3	27846.359	6935.672302	4.014947
RUQ	X Variable 4	-8224690	2684043.539	-3.06429
SeasDum1	X Variable 5	60680019	5395979.787	11.24541
SeasDum2	X Variable 6	2884055.9	10598795.93	0.272112
SeasDum3	X Variable 7	1368525.4	8297684.899	0.164929
Pop Ch	X Variable 8	1473.2782	2520.714671	0.584468

Table 4 - Florida Keys Visitors

Florida Keys Visitor Person-Trip Estimates

	2003	2004	2005	2006	2007	2008	2009
Key West Overnight Visitors	1,309,559	1,303,633	1,046,111	1,063,752	1,094,647	1,112,978	1,165,327
Key West Day Trippers	242,268	241,172	237,460	196,794	202,510	205,901	206,263
Cruise Ship Passengers	1,067,222	934,070	925,795	888,183	816,919	739,218	859,409
Total Key West Visitors	2,619,049	2,478,875	2,209,366	2,148,729	2,114,076	2,058,097	2,230,999
All Keys Overnight Visitors	2,425,110	2,414,135	1,937,244	2,030,062	2,089,021	2,169,565	2,092,732
All Keys Day Trippers	448,645	446,615	439,742	375,561	386,469	401,369	370,414
Cruise Ship Passengers *(Key West Only)*	1,067,222	934,070	925,795	888,183	816,919	739,218	859,409
Total All Keys Visitors	3,940,977	3,794,820	3,302,781	3,293,806	3,292,409	3,310,152	3,322,555
Monroe County Lodging Occupancy %:	72.2%	71.2%	70.0%	66.5%	68.1%	67.5%	70.3%

Sources: Monroe County Tourist Development Council; Smith Travel Research

Further, the seasonal stability and long term growth trend in retail sales is not attributed to additional retail spending by tourists or cruise ship passengers. Cruise ship and other tourists have declined over the past six years (**Table 4**) indicating the underlying retail sales growth pattern does not appear to be tourist related.

8.0 Long term Trends in Retail Sales and Traffic

Retail sales have been trending up on an inflation adjusted basis over time (**Figure 3**). Total trend based growth is about 4% from 1998-2009. The declines in sales in 2007, 2008 and 2009 are as a result of rising gasoline prices in 2008 which reduced trips and travel and the cyclical effects of recession. As the recession ended retail sales stabilized and sales through November 2010 indicated no further loss in year over year retail sales countywide, despite a decline in permanent population in 2010 as reported by BEBR annual population estimates.

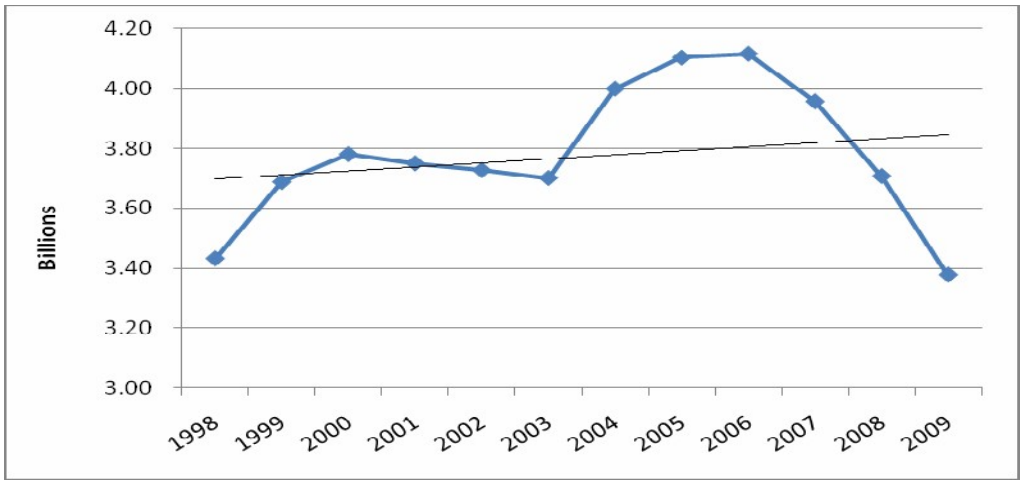

Figure 3 - Monroe County Annual Retail Sales (inflation adjusted)

Similarly, in average daily traffic flows, the long term trend has been gradually increasing. Total trend based growth is about 6% (see Figure 4). This is generally consistent with and of similar magnitude to the trend in retail sales data. Based on sales and traffic it appears that the permanent population losses are being replaced by seasonal residents and there is no permanent net decline in economic activity (sales and traffic), as would be suggested by sustained permanent population losses without replacement.

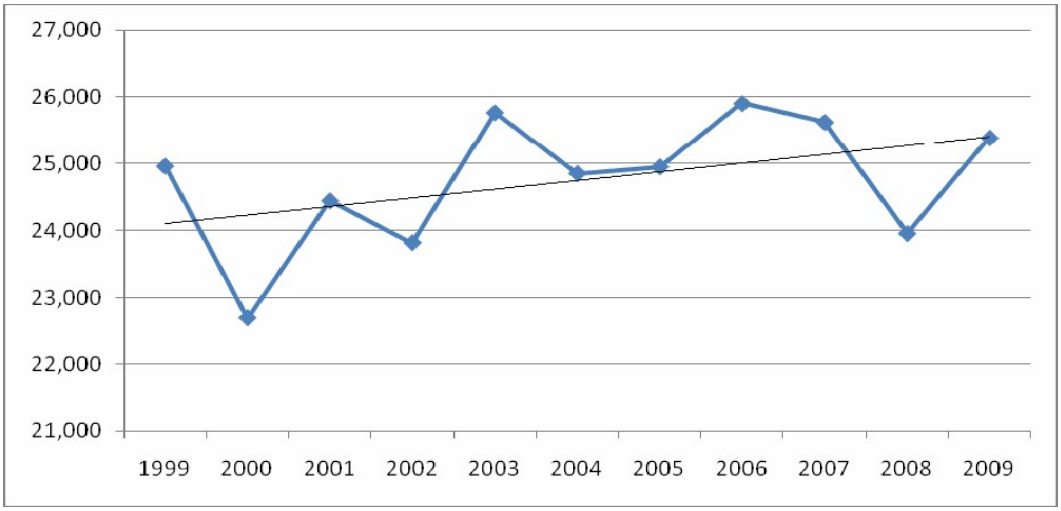

Figure 4 - Annual Average Daily Traffic Counts (Average of Selected Count Stations)

The trend analysis of traffic data was examined in a variety of ways. These included selection of data stations to reflect only single locations per Key and data for which the entire history was available in a consistent fashion. This prevented overweighting by location or the effects of changing data collection methodologies. The trend analysis was conducted looking at 1999-2009, as well as 1999-2007 (eliminating the most recent highly volatile recession years and the period of highly volatile gasoline prices). A third approach was taken comparing the average of traffic counts from 1999-2002 with 2006-2009. The average of these three methods results in a 6% growth rate over time.

The overall statistical significance of the trend line from 1999-2007 improved substantially over the 1999-2009 trend line through removal of the volatile outlying data points, however the magnitude of the trend line increase did not substantially change. After careful review of the traffic data we conclude the increasing trend in traffic counts is both valid and significant. This means traffic activity is not declining despite a decline in permanent population. We conclude then the growth in traffic is supported by a shift from permanent to seasonal population.

9.0 Countywide Functional Population

The best available data in our view indicates a loss in permanent population with likely replacement through an increase in seasonal residents. Further, both sales and traffic are trending up by similar magnitude suggesting there is limited growth, and no sustained decline in economic activity. This volume of limited growth is consistent with growth which occurs under the ROGO cap.

American Communities Survey data and homestead exemption data support the growth of seasonal population. Total non-homesteaded units are 57% today compared with 55% in 1998. Among single family units only, the non-homestead share has risen from 45% in 1998 to 49% in 2009. For single family units, 70% of the growth since 1998 has been in non-homestead units, and the American Communities Survey indicates a substantial rise in seasonal households during the 2000-2008 time period. This supports an increase in non-permanent/seasonal occupancy, which offsets the permanent population losses.

As a decline in permanent population has occurred, there is a real increase in non-permanent/seasonal replacement as evidenced by an increase in the trend in auto-traffic volume, an increase in the trend in inflation adjusted retail sales, an increase in non-homesteaded residential properties, and an increase in seasonal population shown in the American Communities Survey.

A complicating aspect is the 2008 permanent population figures from both the annual Census population and American Communities Survey population data which indicate permanent population in the Keys is now between 70,000 and 72,000; this is well below the BEBR 2009 estimate of 78,000. There is some probability the April 2010 Census count may indicate a sharply reduced permanent population level. With the understanding that permanent losses do appear to be replaced by seasonal population, and some losses in permanent population may be temporary and cyclical due to recession and foreclosures, if all of the recent Census or ACS based permanent losses were shifted into the seasonal population, the resulting 2030 functional population would still likely demonstrate small levels of growth consistent with the ROGO allocations.

Based on this analysis, K&S prepared a county level functional population series to reflect these conditions. This series begins with the medium series population projection from the BEBR medium series projection, PS156, published in 2010. Next, the FKAA seasonal series through 2025 was used and to this was applied the 2000-2025 CAGR growth rate of the FKAA seasonal series to extend the series from 2025 to 2030. In addition, from 2006-2030 K&S has added 70% of the permanent population loss as forecast by BEBR to the seasonal population. Further, we have added the equivalent of 70% of the ROGO growth to seasonal population to the FKAA seasonal series, reflecting the seasonal shift component not evidenced in FKAA's original data. The resulting functional population is seen in **Figure 5** and **Table 7**.

K&S believes this data series is the most reflective of actual economic and market conditions and is most representative of the long term functional population outlook. Our findings are based on extensive analysis of multiple data series. K&S recommends the use of this functional population data series for use in the 2010 EAR comp plan update.

It is also noted, for units shifting to seasonal status and for seasonal population associated with ROGO growth, a persons-per-household figure of 2.7 was used. On pages 34 and 36 of the MCPD population report in **Appendix 1**, it is noted the measures of seasonal persons per household were greater than 2.7.

Further supporting the use of 2.7 persons per household for seasonal population, Property Appraiser data (**Table 5**) suggests a steady increase in persons per household through year 2008, as described by an increase in the number of bedrooms per unit. This increase in bedrooms also suggests an increase in overall unit size; however, the Monroe County Property Appraiser data for unit size is unavailable. K&S believes seasonally occupied homes and rentals have a greater number of bedrooms and higher person per household occupancy due to the increasing size of newly built units. Newly built units today are primarily non-homesteaded and likely to have a higher proportion of seasonal residents. For these reasons, as well as the data analysis presented in the original MCPD population study, 2.7 persons per household was used for seasonal household size.

Table 5 - Average Number of Bedrooms per Single Family Unit by Year Built

2.1	Pre-1970
2.4	1970-1989
2.5	1990-1999
2.8	2000-2008

Source: Monroe Co. Property Appraiser, Fishkind & Associates, Inc.

The preliminary population series shown in **Figure 5** represents the BEBR medium series projection plus the FKAA seasonal series. The Final Revised series is recommended for use. This series represents this same data as the preliminary with the addition of the seasonal replacement population, which offsets the permanent population loss. The Final series is the recommended series and corrects the FKAA methodological flaw. This flaw finds the original MCPD study looked only at growth and did not contemplate the shift of the existing population from permanent to seasonal.

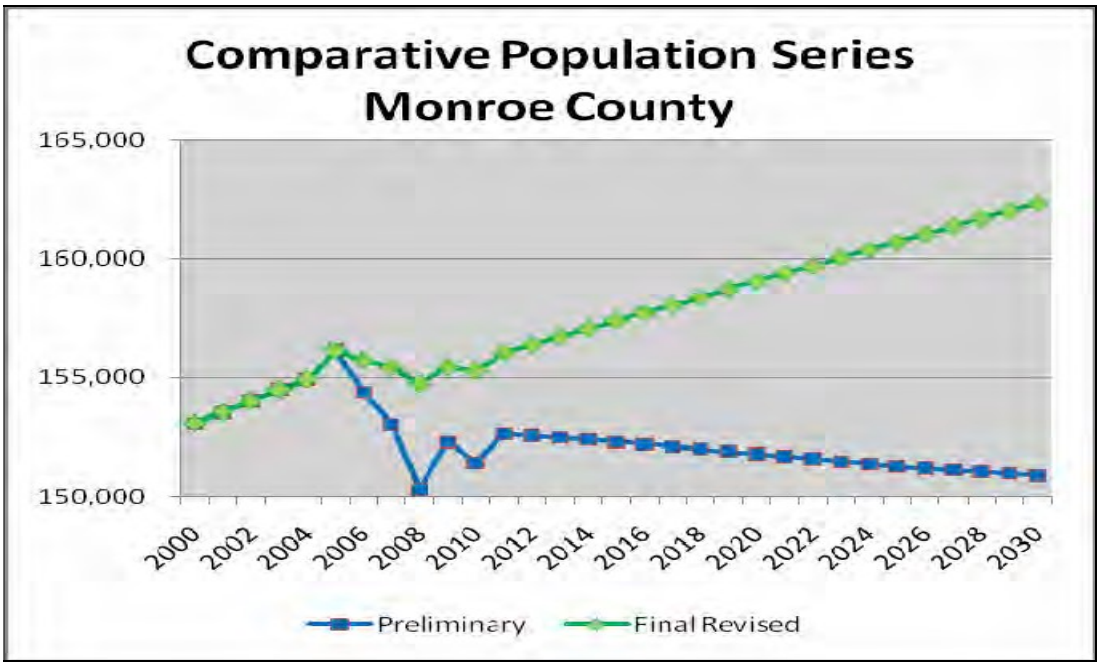

Figure 5 – Recommended Functional Population

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Table 7- Recommended Functional Population Series

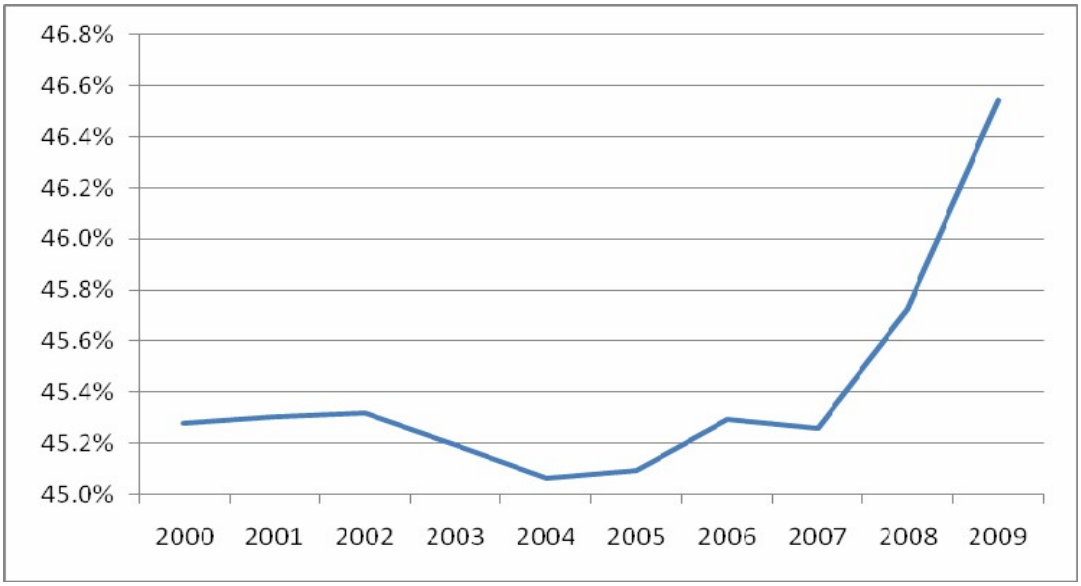
Monroe County Population Projection Seasonal Replacement Series			
YEAR	Permanent	Seasonal	Functional
2000	79,589	73,491	153,080
2001	80,011	73,540	153,551
2002	80,434	73,589	154,023
2003	80,856	73,639	154,495
2004	81,236	73,688	154,924
2005	82,413	73,737	156,150
2006	80,510	75,228	155,738
2007	78,987	76,453	155,440
2008	76,081	78,647	154,728
2009	77,925	77,516	155,441
2010	76,887	78,401	155,288
2011	78,080	77,974	156,054
2012	77,960	78,431	156,391
2013	77,840	78,887	156,727
2014	77,720	79,343	157,063
2015	77,600	79,800	157,400
2016	77,460	80,270	157,730
2017	77,320	80,740	158,060
2018	77,180	81,211	158,391
2019	77,040	81,681	158,721
2020	76,900	82,151	159,051
2021	76,760	82,622	159,382
2022	76,620	83,092	159,712
2023	76,480	83,562	160,042
2024	76,340	84,033	160,373
2025	76,200	84,503	160,703
2026	76,060	84,973	161,033
2027	75,920	85,444	161,364
2028	75,780	85,914	161,694
2029	75,640	86,384	162,024
2030	75,500	86,855	162,355

Source: Fishkind & Associates, Inc.; Fl Keys Aqueduct Authority; Univ. FL BEBR, PS 156 and annual estimates

10.0 Determination of Unincorporated Area Functional Population

Permanent Population

The unincorporated population as a share of countywide population has increased from 45.3 percent in 2002 to 46.5 percent in 2009. **Figure 6** shows the 10 year trend in the unincorporated share, based on the University of Florida annual population estimates.



Source: University of Florida, Annual Population Estimates

Figure 6 - Unincorporated Population Share of Countywide Population

The unincorporated permanent share has increased in the past three years likely due to foreclosures and conversions from permanent to seasonal in incorporated areas. As foreclosures abate, the change in unincorporated permanent population as a share of countywide totals will stabilize. Further, the permanent population share in the unincorporated area is likely to fall as unoccupied homes in municipal areas once again become occupied and come under ownership. Based on this discussion, for the future estimates of permanent population as a share of countywide totals we have used 46 percent as the stabilized figure representing the unincorporated share of permanent population over time.

Seasonal Population

The unincorporated areas contain 46 percent of all non-homesteaded residential units in Monroe County, based on 2009 Monroe County Property Appraiser Tax Roll data. This represents some 11,664 units. Using seasonal persons per household size of 2.7 the seasonal population in residential housing units is 29,160.

In addition, the unincorporated areas contain 27 percent of all hotel motel space in Monroe County. This converts to an estimated 2,197 hotel/motel rooms within the unincorporated area. With average annual hotel occupancy of 69.8% (based on Smith Travel Hotel Trends Reports 2003-2010) and average persons per room of 2.73, the hotel based seasonal population in the unincorporated areas is 5,558.

Further, the original MCPD/FKAA population methodology did not include the functional population associated with Keys Tourist Day Trips. This is a daily number which increases the functional population. Based on the average share of annual unincorporated day trips divided by 365, the number of unincorporated day trippers represents an addition of 325 persons to the functional population, as described in **Table 8.**

Table 8 – Day Trippers As A Component of Unincorporated Seasonal Population

	2003	2004	2005	2006	2007	2008	2009
All Keys Day Trippers	448,645	446,615	439,742	375,561	386,469	401,369	370,414
Key West Day Trippers	242,268	241,172	237,460	196,794	202,510	205,901	206,263
All Else Keys Day Trippers	206,377	205,443	202,282	178,767	183,959	195,468	164,151
Other Municipal Day Trip	69,659	69,344	68,277	60,340	62,093	65,977	55,407
Uninc Keys Day Tripers	136,718	136,099	134,005	118,427	121,866	129,491	108,744
Functional Day Trippers	***375***	***373***	***367***	***324***	***334***	***355***	***298***

Source: Monroe County Tourist Development Council, Fishkind & Associates, Inc.

Combining the household based seasonal populations, hotel based seasonal population, day trippers, and adjusting for non-standard dwelling units populations including those in camps, liveaboards and other, it is estimated there are 35,053 seasonal residents throughout unincorporated Monroe County, in 2009. This represents 45 percent of the 2009 countywide seasonal population as shown in Table 4. Applying this percentage to the countywide seasonal population projection yields a seasonal population in the unincorporated areas of 39,226 by year 2030. **Table 9** provides the permanent, seasonal and functional population for unincorporated Monroe County, through year 2030.

Total unincorporated functional population is expected to increase from 71,311 in year 2009 to 73,956 by year 2030. This represents an increase of 2,645 persons over the entire planning horizon. **Table 9** provides the determination of unincorporated permanent and seasonal population.

Table 9- Unincorporated Functional Population Series

	Unincorporated Population Projection Seasonal Replacement Series		
	Permanent	Seasonal	Functional
2000	36,036	33,241	69,277
2001	36,250	33,263	69,512
2002	36,452	33,285	69,737
2003	36,543	33,307	69,850
2004	36,606	33,329	69,935
2005	37,164	33,351	70,515
2006	36,466	34,019	70,485
2007	35,749	34,568	70,317
2008	34,788	35,550	70,338
2009	36,268	35,043	71,311
2010	35,368	35,440	70,808
2011	35,917	35,249	71,166
2012	35,862	35,453	71,315
2013	35,806	35,658	71,464
2014	35,751	35,862	71,613
2015	35,696	36,067	71,763
2016	35,632	36,277	71,909
2017	35,567	36,488	72,055
2018	35,503	36,698	72,201
2019	35,438	36,909	72,348
2020	35,374	37,120	72,494
2021	35,310	37,330	72,640
2022	35,245	37,541	72,786
2023	35,181	37,752	72,933
2024	35,116	37,962	73,079
2025	35,052	38,173	73,225
2026	34,988	38,384	73,371
2027	34,923	38,594	73,518
2028	34,859	38,805	73,664
2029	34,794	39,016	73,810
2030	34,730	39,226	73,956

Source: Fishkind & Associates, Inc.

11.0 Unincorporated Population in Upper/Middle/Lower Keys

Permanent Population - Upper/Middle/Lower

With the functional unincorporated population determined, the distribution between upper, middle and lower regions is based on the permanent population, ratio of seasonal to permanent population plus the distribution of hotel/motels by sub-area.

Permanent population is based on the on-line service I-Site which provides updated block group information based on US Census data (**Table 10**). The distribution of permanent population based on these data is shown in **Table 11.**

Table 10 - Unincorporated Monroe County-Distribution of Permanent Population

	Upper Keys	Middle Keys	Lower Keys	Total
Population (1990)	44%	3%	52%	100%
Population (2000)	42%	3%	55%	100%
Population (2009)	41%	3%	56%	100%
Population (2014)	40%	3%	57%	100%

Source: Fishkind & Associates, Inc.; I-Site online demographic database

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Table 11 – Permanent Population Distribution by Sub-Area

	Unincorporated Permanent Population Projection Seasonal Replacement Series		
	Upper	Middle	Lower
2000	15,135	1,081	19,820
2001	15,185	1,087	19,978
2002	15,229	1,094	20,130
2003	15,226	1,096	20,221
2004	15,212	1,098	20,296
2005	15,402	1,115	20,647
2006	15,073	1,094	20,299
2007	14,737	1,072	19,940
2008	14,263	1,044	19,481
2009	14,797	1,088	20,383
2010	14,430	1,061	19,877
2011	14,654	1,078	20,185
2012	14,632	1,076	20,154
2013	14,609	1,074	20,123
2014	14,586	1,073	20,092
2015	14,564	1,071	20,061
2016	14,538	1,069	20,025
2017	14,511	1,067	19,989
2018	14,485	1,065	19,953
2019	14,459	1,063	19,916
2020	14,433	1,061	19,880
2021	14,406	1,059	19,844
2022	14,380	1,057	19,808
2023	14,354	1,055	19,772
2024	14,327	1,053	19,735
2025	14,301	1,052	19,699
2026	14,275	1,050	19,663
2027	14,249	1,048	19,627
2028	14,222	1,046	19,591
2029	14,196	1,044	19,554
2030	14,170	1,042	19,518

Source: Fishkind & Associates, Inc.

Seasonal Population - Upper/Middle/Lower

Seasonal population within the upper/middle/lower unincorporated areas is estimated based on the ratio of unincorporated seasonal population to unincorporated permanent population, multiplied by the permanent population distributions by sub-area (**Table 12**).

Table 12- Seasonal Population Distribution by Sub-Area

Unincorporated Seasonal Population Projection			
	Seasonal Replacement Series		
	Upper	Middle	Lower
2000	14,048	1,056	18,137
2001	14,020	1,057	18,185
2002	13,993	1,058	18,234
2003	13,966	1,058	18,283
2004	13,938	1,059	18,332
2005	13,910	1,060	18,381
2006	14,150	1,080	18,789
2007	14,339	1,096	19,133
2008	14,665	1,126	19,759
2009	14,388	1,111	19,545
2010	14,550	1,122	19,768
2011	14,472	1,117	19,660
2012	14,555	1,123	19,775
2013	14,639	1,129	19,890
2014	14,722	1,135	20,005
2015	14,806	1,141	20,120
2016	14,891	1,148	20,238
2017	14,977	1,154	20,357
2018	15,063	1,160	20,475
2019	15,149	1,167	20,593
2020	15,235	1,173	20,712
2021	15,321	1,179	20,830
2022	15,407	1,185	20,948
2023	15,493	1,192	21,067
2024	15,579	1,198	21,185
2025	15,665	1,204	21,304
2026	15,751	1,211	21,422
2027	15,837	1,217	21,540
2028	15,923	1,223	21,659
2029	16,009	1,230	21,777
2030	16,095	1,236	21,896

Source: Fishkind & Associates, Inc.

Based on these data we are able to determine the functional population for unincorporated Keys according to the upper/middle/lower sub-areas of the unincorporated portion of Monroe County. **Table 13** presents the functional population for unincorporated Monroe and the sub-areas.

Table 13 – Unincorporated Functional Population Distribution by Sub-Area

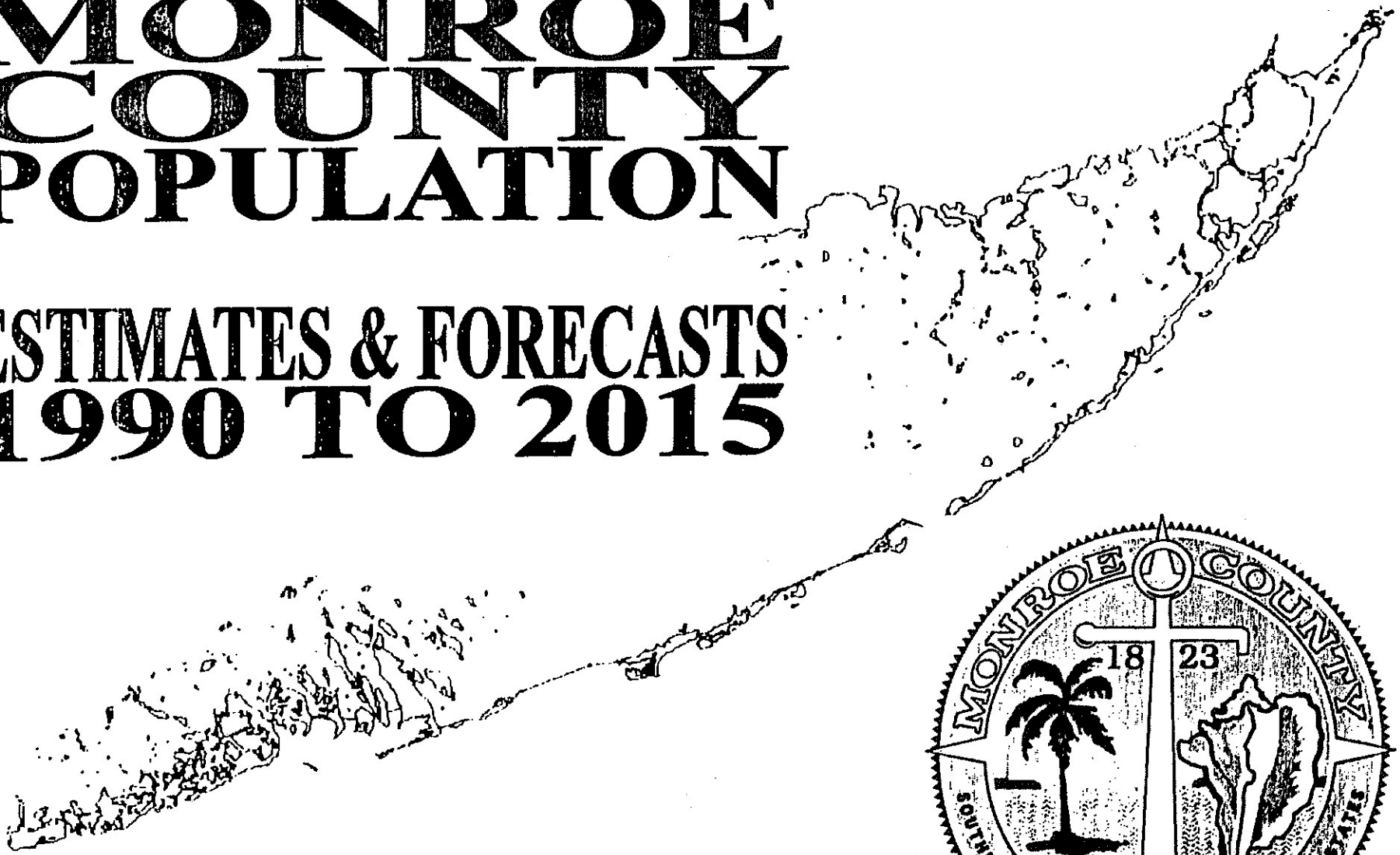
Unincorporated Functional Population Projection Seasonal Replacement Series				
	Upper	Middle	Lower	TOTAL
2000	29,183	2,138	37,957	69,277
2001	29,205	2,145	38,163	69,512
2002	29,222	2,151	38,364	69,737
2003	29,192	2,155	38,504	69,850
2004	29,150	2,157	38,628	69,935
2005	29,313	2,175	39,027	70,515
2006	29,222	2,174	39,089	70,485
2007	29,075	2,169	39,073	70,317
2008	28,928	2,169	39,240	70,338
2009	29,185	2,199	39,927	71,311
2010	28,980	2,183	39,645	70,808
2011	29,126	2,194	39,846	71,166
2012	29,187	2,199	39,929	71,315
2013	29,248	2,203	40,013	71,464
2014	29,309	2,208	40,097	71,613
2015	29,370	2,212	40,181	71,763
2016	29,429	2,217	40,263	71,909
2017	29,489	2,221	40,345	72,055
2018	29,549	2,225	40,427	72,201
2019	29,608	2,230	40,510	72,348
2020	29,668	2,234	40,592	72,494
2021	29,728	2,238	40,674	72,640
2022	29,787	2,243	40,756	72,786
2023	29,847	2,247	40,838	72,933
2024	29,907	2,252	40,921	73,079
2025	29,966	2,256	41,003	73,225
2026	30,026	2,260	41,085	73,371
2027	30,086	2,265	41,167	73,518
2028	30,145	2,269	41,249	73,664
2029	30,205	2,274	41,332	73,810
2030	30,265	2,278	41,414	73,956

Source: Fishkind & Associates, Inc.

APPENDIX 1

MONROE COUNTY POPULATION

ESTIMATES & FORECASTS 1990 TO 2015



February, 2000

Monroe County Planning Department

MONROE COUNTY POPULATION
ESTIMATES AND FORECASTS 1990 TO 2015
February, 2000

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Questions, comments or requests for additional copies may be forwarded to the Monroe County Planning Department:
2798 Overseas Highway Suite 410 Marathon, FL 33050
(305) 289-2500 Fax: (305) 289-2536

EXECUTIVE SUMMARY

This report will present and discuss the population estimates and forecasts for Monroe County for the years 1990 to 2015. The report considers the functional, permanent resident, and peak seasonal populations. Information on the population in both incorporated and unincorporated areas of the county is presented. This report was developed to update the tables on population found in the Year 2010 Comprehensive Plan Technical Document. The report has five major sections: background, analysis, methodology, assumptions, and appendices. The report also contains twelve summary charts on population trends in the County.

The background section explains why this report was prepared, and how the information is organized. It also presents some preliminary information on how to interpret the information.

The analysis section indicates that the functional population is expected to grow by more than 16,000 people from 1990 to 2015, an increase of almost eleven percent (11%) over the twenty-five year period. In 1999, over sixty percent (60%) of the functional population is located within unincorporated portions of Monroe County, but by 2000, the incorporated portions of the county will contain fifty-three percent (53%) of total functional population. Throughout the years under study, the Upper Keys sub-district will have the largest portion of the functional population in unincorporated Monroe County, however, the Lower Keys is expected to have the highest growth rates over the twenty-five year period. In terms of the composition of the functional population, there are more permanent residents than the peak seasonal population on any given evening. However, permanent resident figures are annual while peak seasonal population figures are for any given evening. If seasonal population figures were annual, they would far exceed permanent resident population figures. The growth rates for permanent residents are expected to

out pace the growth rates in the peak seasonal population as a percentage of the functional population. PAED 4a is expected to have the largest numerical increases in population as well as the highest rates of population increase for permanent residents. PAED 22 is expected to have the slowest growth rates. The drag factors applied to the permanent and seasonal resident data indicate that these population's growth rates will begin to level-off and decline after the year 2014 if current trends continue.

The methodology section explains the various steps taken to prepare and present the data contained in the report.

The assumptions section explains the assumptions made in the preparation of these estimates and forecasts, and why the assumptions had to be made.

The appendices contain the summary tables of all the data developed as a part of this report. There are eleven appendices, one containing original population data, one containing PAED maps, eight containing data developed for this report, and one containing footnotes on the data collected.

The information in this report is the best available, but as new data and/or dimensions of the population become apparent, the Planning Department may update it. Errata sheets may also be prepared from time to time. Any questions regarding this data or analysis can be directed to the Monroe County Planning Department.

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Appendix 3: Summary Table of Permanent, Seasonal, & Functional Population 1990-2015

Appendix 4: Summary Table of Permanent Resident Population 1990-2015

Appendix 5: Summary Table of Peak Number of Seasonal Residents and Visitors by PAED 1990-2015

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Appendix 7: Table of Peak Population in Hotels & Motels

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BACKGROUND

This report is an update of Monroe County's official population estimates currently contained within Tables 2.28, 2.29, and 2.30 of the Year 2010 Comprehensive Plan Technical Document. These tables are attached as Appendix 1. The information presented in the tables was compiled in 1991 as part of the data and analysis required for the preparation of the Monroe County Year 2010 Comprehensive Plan. The data was drawn from a variety of sources, including the 1990 Census of Population, previous Monroe County planning documents, the work of several consultants, and studies prepared by the State of Florida.

The information contained within the Tables 2.28, 2.29, and 2.30 is organized by Planning Area Enumeration District, or PAED. These PAEDs are the combination of the previously utilized Monroe County "Planning Areas" and the US Census Bureau's "Enumeration Districts". These two units of geographical analysis were combined by the Planning Department in 1987 for ease of use. A map of the PAEDs is included as Appendix 2.

The information in Tables 2.28, 2.29, and 2.30 deals with the time span from 1990 up to 2010, and is summarized by sub-district (Upper, Middle, and Lower Keys). It is important to note that the tables do not include population information for Key West, Key Colony Beach, and Layton.

Table 2.28 presents information on the number of permanent residents. These are people who live in unincorporated Monroe County throughout the year. Table 2.29 quantifies the seasonal population in unincorporated Monroe County. This is the *peak* number of people in unincorporated Monroe County who are seasonal residents and visitors on *any given night*. Table 2.30

represents the functional population. The functional population is the sum of permanent residents and the peak number of seasonal residents and visitors.

During 1999, the Planning Department updated the population estimates and forecasts to ensure that the numbers are as accurate as possible. This report contains the results of that update.

The updated Monroe County population estimates and forecasts are contained within several appendices to this report. Appendix 3 is the summary table showing the permanent resident, peak seasonal resident/visitor, and functional population by PAED for Monroe County from 1990 to 2015. Appendix 3 is composed of information taken from the tables in Appendices 4 and 5. Appendix 4 is the permanent resident population table, and Appendix 5 is the summary table for the peak number of seasonal residents and visitors in Monroe County. The information in the table in Appendix 5 comes from five subsidiary tables:

- Appendix 6: Table of Peak Number of Seasonal Residents
- Appendix 7: Table of Peak Number of People in Hotels & Motels
- Appendix 8: Table of Peak Number of People in Campsites & Recreational Vehicles
- Appendix 9: Table of Peak Number of People Staying with Friends/Relatives
- Appendix 10: Table of Peak Number of People on Live Aboard Vessels

Appendix 11 is a series of footnotes relating to the tables found in Appendices 4-10. Each of these appendices will be discussed in greater detail in the Methodology Section of this report.

Each table of data found in the appendices has some common features. Each column in a table is numbered at its top. Below this column number is the column's heading, which describes what the data in the column represents. Below the heading of some of the columns is an operation shown in parenthesis "( )", which describes the calculations performed to derive the data in the column. The numbers in parenthesis correspond to the column numbers in the table. For example, the column heading for column # 6 may read "*Total Population (4 x 5)*". This means that the numbers found in column 6 were derived by multiplying the numbers in column 4 by the numbers in column 5.

The data found in a table is the result of an equation, not the verbatim typing of a particular number. As a result, the numbers found in the tables are carried out several decimal places, but have been rounded by the computer for display purposes. As a result, some of the numbers found in the tables may not add up. This is a function of the rounding performed by the computer, not an error in the equations.

One item to note in the tables is that four of the PAEDs (12a, 12b, 13, and 14) are removed from the unincorporated Monroe County population figures after 1997 to account for the incorporation of Islamorada, Village of Islands. Likewise, the data for three additional PAEDs (7, 8, and 9) are removed from the unincorporated Monroe County population figures after 1999 to account for the incorporation of Marathon. Another item of note is that the population found in the mainland portion of Monroe County and the Dry Tortugas is not included in these estimates and forecasts. Neither of these areas is included within a PAED, and both are under the jurisdiction of the National Park Service.

GENERAL ANALYSIS

This section of the report presents an analysis of the population estimates and forecasts. This section will provide the following:

- a discussion of the functional population trends in Monroe County
- a comparison of the permanent resident and peak seasonal populations
- an analysis of the fastest and slowest growing areas of Unincorporated Monroe County

Functional Population Trends in Monroe County

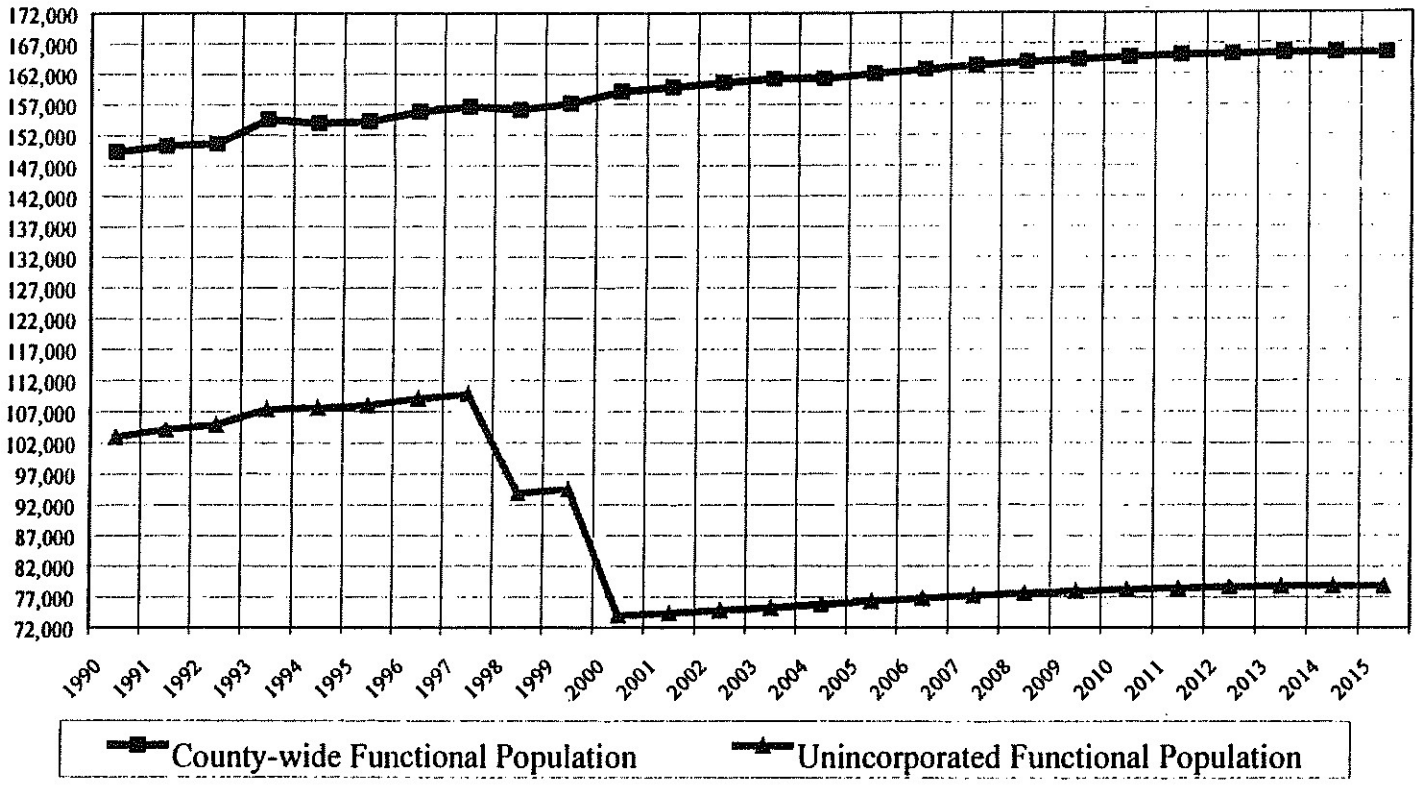
This section will examine the functional population trends for all of Monroe County, including the incorporated areas. This section will also explore the different trends in functional population between the incorporated and unincorporated areas, and compare regional trends in functional population inside the unincorporated areas. The functional population is the sum of the number of permanent residents plus the peak number of seasonal residents and visitors in Monroe County on any given evening.

Functional Population of Monroe County 1990-2015

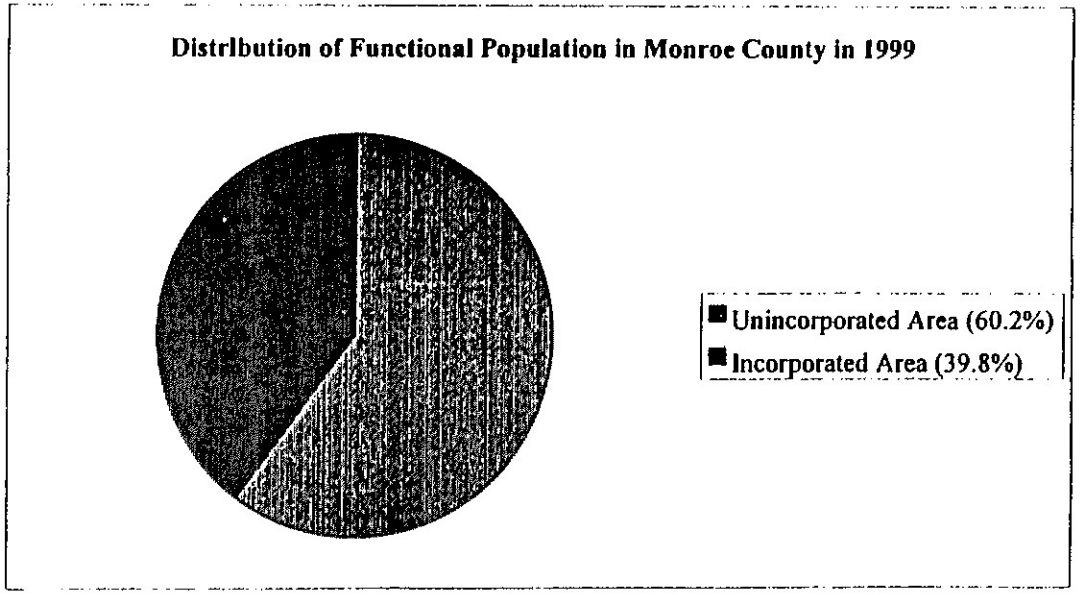
Year	Functional Population	Numerical Change	Percent Change
1990	149,348	*	*
1995	154,255	4,907	3.29%
2000	159,113	4,857	3.15%
2005	162,041	2,929	1.84%
2010	164,769	2,727	1.68%
2015	165,366	597	0.36%

According to the table above, the functional population of Monroe County is expected to grow by more than 16,000 people from 1990 to 2015. This represents an increase of almost eleven percent (11%) over the twenty–five year period. However, the numerical and percent change columns show that the *rate* of increase is expected to slow dramatically over the same time period. In other words, the growth rate in the Monroe County functional population is beginning to level off by the year 2000. It is important to note that the Summary Table of Functional Population in Appendix 3 predicts a yearly decrease in functional population after the year 2014. The graph on the next page shows the trends in functional population over the period from 1990 to 2015. It also compares the functional population in unincorporated areas to that in the incorporated areas of Monroe County.

Graph of Functional Population in Monroe County 1990-2015



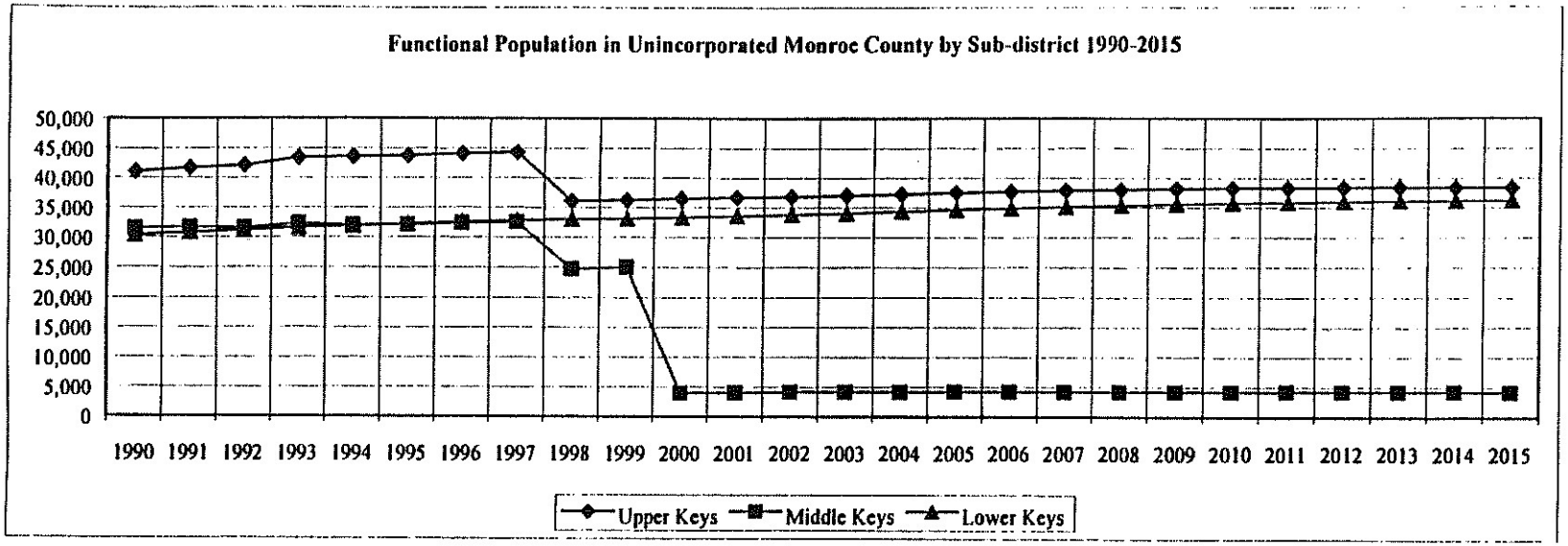
In 1999, a larger portion of the functional population in Monroe County is located within the unincorporated areas of the county. The unincorporated portions of Monroe County had a functional population of 94,565 people, while the incorporated areas had a functional population of 62,607 people. The percentages of each are depicted in the chart below:



In 1999, the City of Key West accounted for around twenty-seven percent (27%) of the total functional population, while the Village of Islamorada accounts for around ten percent (10%). The cities of Key Colony Beach and Layton compose about two percent (2%) of the total functional population in Monroe County. The newly incorporated city of Marathon is expected to occupy about thirteen (13%) of the 2000 total functional population of Monroe County. As indicated in the chart above, the incorporated areas account for forty percent (40%) of the total functional population, while the unincorporated areas account for

about sixty percent (60%) in 1999. After the year 2000, the relative distribution of functional population between incorporated and unincorporated areas is expected to reverse. By 2000, the functional population in incorporated areas is expected to grow to over 85,000 people, or fifty-three percent (53%) of the total functional population of Monroe County.

The graph below compares the distribution of the functional population among the three sub-districts in the unincorporated portions of Monroe County.



The Upper Keys sub-district is composed of PAEDs 15 to 22, which run from Tavernier Creek to the Miami-Dade County line, including north Key Largo. The Middle Keys contain PAEDs 7 to 11, or the area from Knight's Key to the Channel 5 Bridge

east of Fiesta Key. The Lower Keys sub-district includes PAEDs 1 to 6, from southern Stock Island to the eastern end of the Seven Mile Bridge. A map of the Keys PAEDs can be found in Appendix 2 of this report.

Regionally, the Upper Keys accounted for the largest portion of the 1990 unincorporated functional population (41,081 people, or 40% of the total). This is followed by the Middle Keys, which comprised 30.6% (31,533 people) of the total 1990 functional population; and finally, the Lower Keys, which contained 30,387 people, or 29.5% of the unincorporated functional population.

The incorporation of Islamorada in 1998 accounts for the drop in unincorporated functional population in the Upper and Middle Keys sub-districts. The functional population in the Middle Keys sub-district declined more than twenty percent (20%) with the incorporation of Islamorada, while the Upper Keys sub-district lost twelve percent (12%) of its functional population. The Lower Keys sub-district grew more than eight percent (8%) from 1990 to 1998. Further declines in the unincorporated functional population will appear in 2000 based upon the incorporation of Marathon in 1999.

By the year 2015, the Upper Keys, with a functional population of 38,657 people, is expected to contain 48.6% of the unincorporated functional population. The Lower Keys are projected to have a functional population of 36,263 people in 2015, or 46% of the unincorporated total, while the Middle Keys will been reduced to 4,206 people, or 5.3% of the unincorporated county total.

The table below illustrates the changes in functional population by unincorporated Keys sub-district:

Percent Change in Unincorporated Monroe County by Sub-district 1990-2015

	1990 Functional Population	1998 Functional Population	Percent Change 1990-1998	2000 Functional Population	Percent Change 1998-2000	2015 Functional Population	Percent Change 2000-2015
Upper Keys	41,081	36,138	-12.0%	36,615	1.3%	38,362	4.8%
Middle Keys	31,533	24,765	-21.5%	3,944	-84.1%	4,206	6.6%
Lower Keys	30,387	33,036	8.7%	33,410	1.1%	36,263	8.5%
Unincorporated Total	103,000	93,939	-8.8%	73,969	-21.3%	78,831	6.6%

If current trends continue, the Lower Keys sub-district will be the fastest-growing area of unincorporated Monroe County by 2015. The Upper Keys sub-district will continue to grow, but by the slowest rate. The Middle Keys sub-district functional population is expected to rebound after the incorporation of Marathon, growing over six percent (6%) from 2000 to 2015. It is interesting to note that by 2015, the functional populations in the Upper and Middle Keys are expected to begin a decline, while the functional population in the Lower Keys is expected to increase.

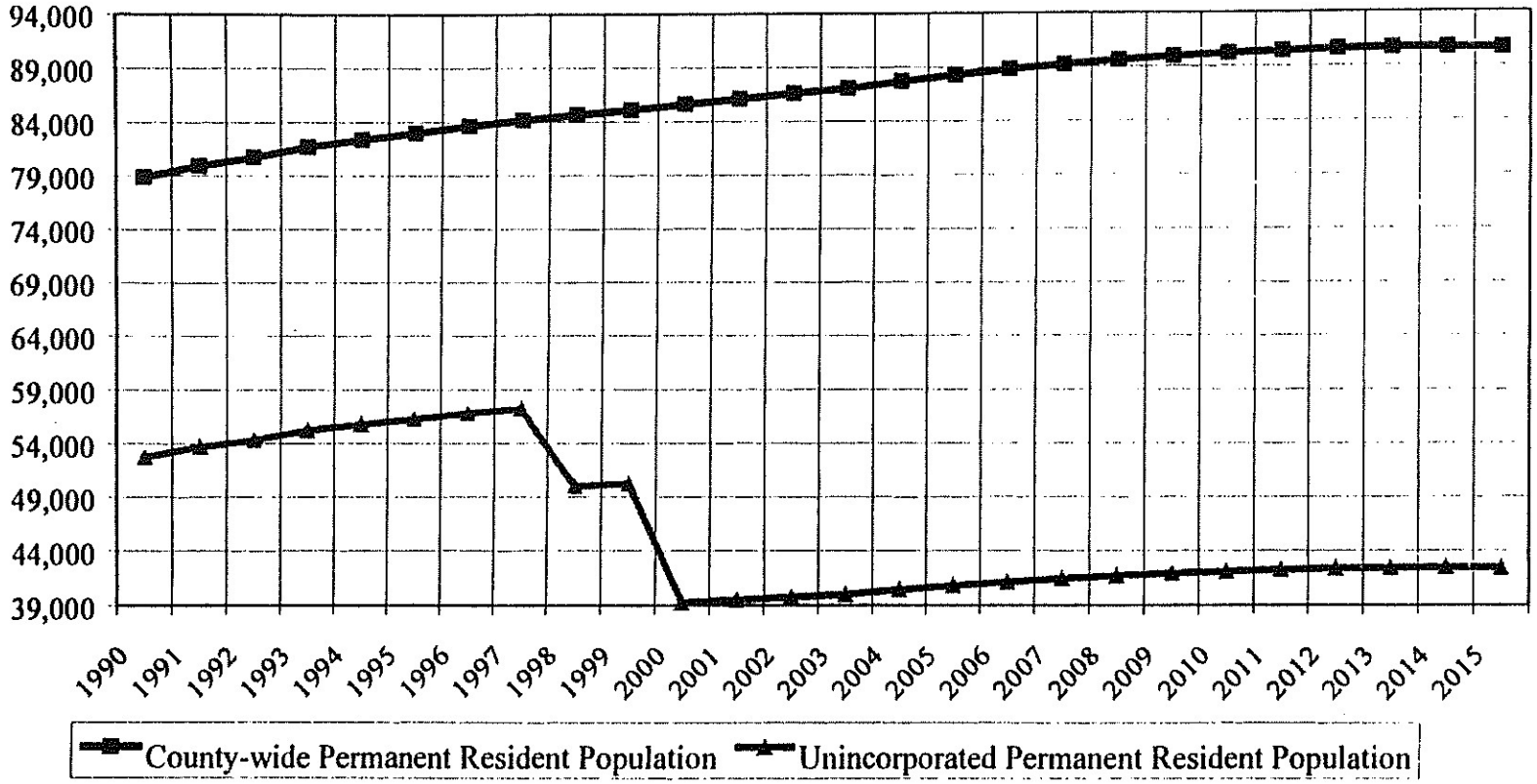
Permanent Resident and Peak Seasonal Population

This section of the report will investigate the permanent resident population versus the peak seasonal population for all of Monroe County. The changes in permanent and seasonal population over time will also be explored for both the incorporated

and unincorporated areas of the county. Trends in the permanent versus the peak seasonal population will also be considered at the sub-district level.

The graph on the next page shows the past and future trends in the permanent resident population for all of Monroe County as well as the unincorporated areas. The total permanent resident population in Monroe County has grown from 78,855 people in 1990 to 90,654 people by 2015, an increase of fifteen percent (15%) over the twenty-five year period. The permanent resident population as a percentage of the functional population fluctuates between 52.8% and 54.8% over the period. The years 1991 and 1993 were the only ones where the county-wide permanent resident growth rate exceeded one percent (1%) per year. Growth rates are expected to remain under 1% per year for the remainder of the years under study, and are expected to decline after the year 2003. The declines in the permanent resident population in unincorporated areas as illustrated in the graph can be attributed to the incorporation of Islamorada in 1998 and Marathon in 1999.

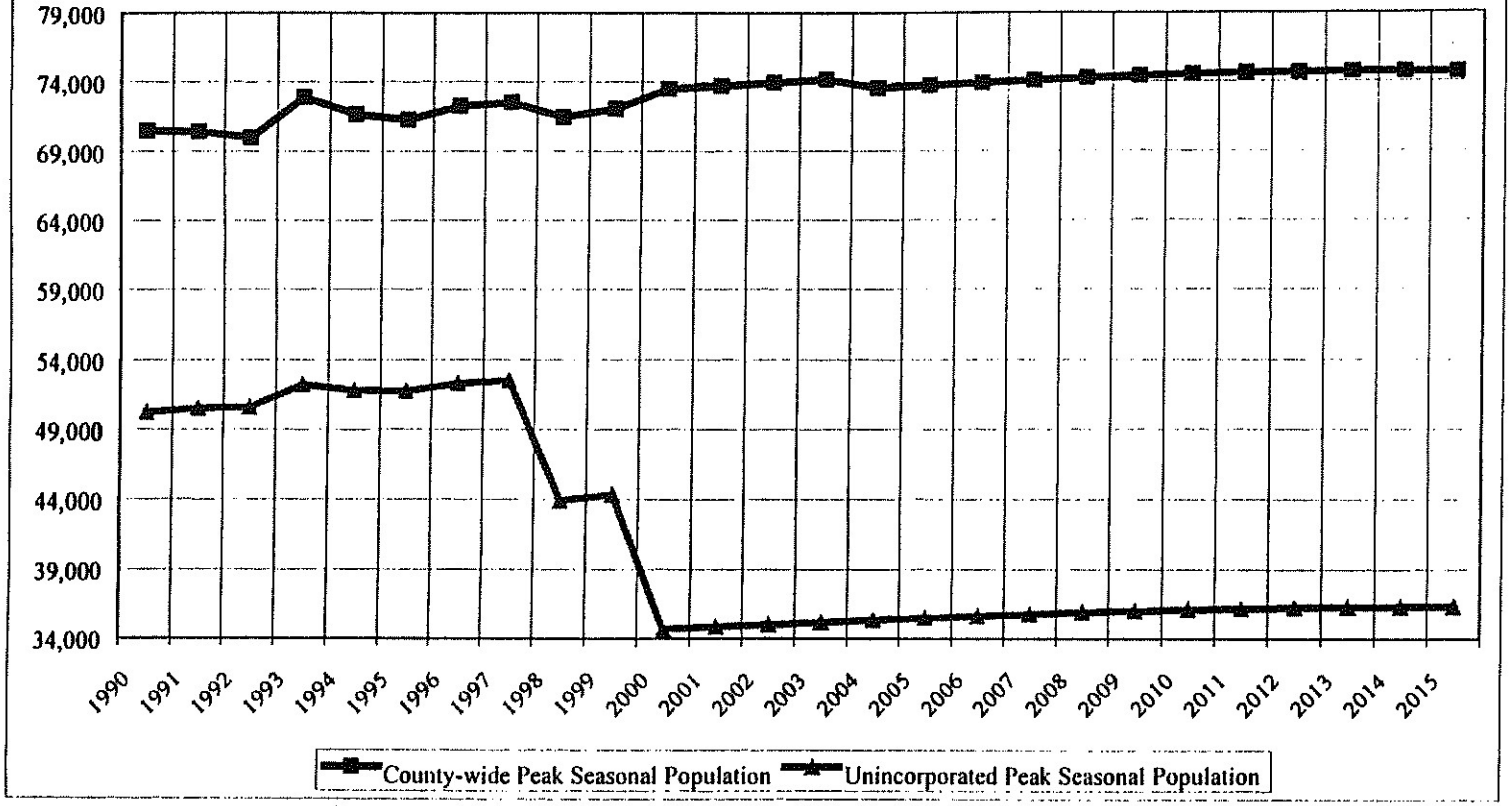
Graph of Permanent Resident Population in Monroe County 1990-2015



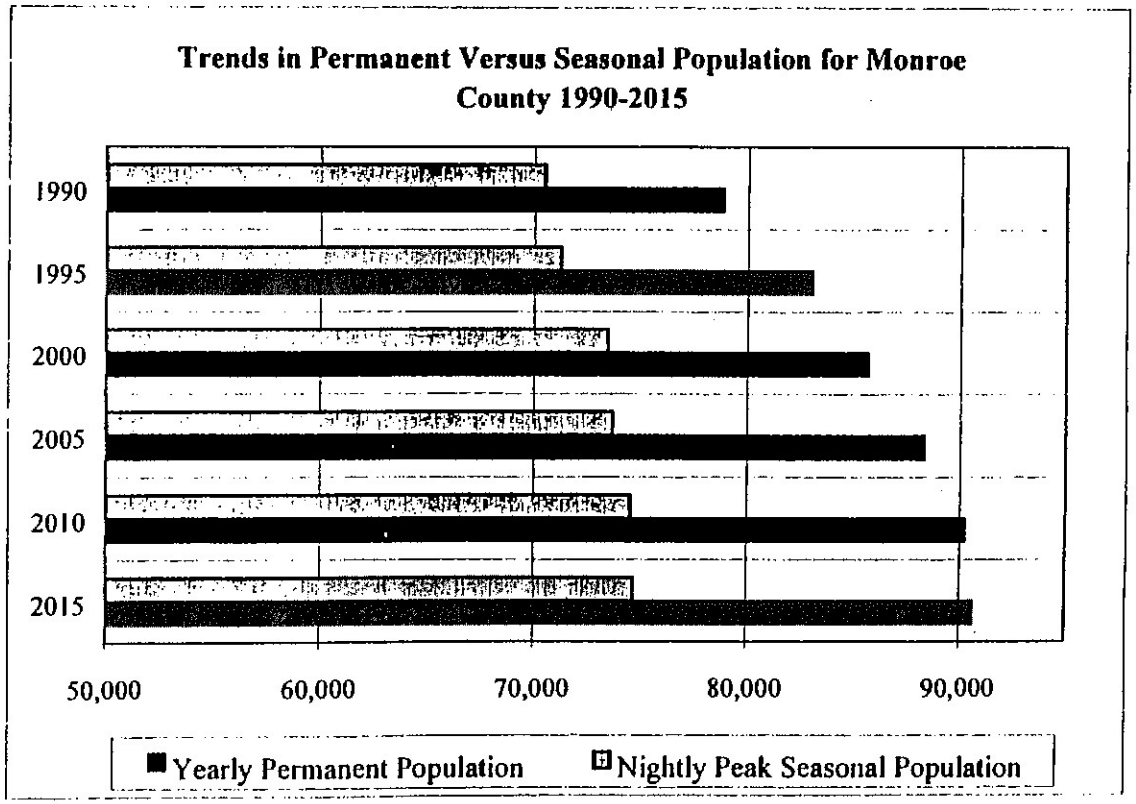
Permanent resident population figures show the total number of permanent residents at the end of a calendar year, while the peak seasonal population is the maximum or peak number of seasonal residents and visitors that can be accommodated on any given evening. Peak seasonal population figures are *not* the total number of seasonal residents or visitors in the county over the calendar year, but rather are the maximum number who could stay on any given night given the capacity for accommodating these people. The peak seasonal population figures are not the actual number of seasonal residents and visitors who *did* stay, the peak seasonal population figures show the total number of seasonal residents and visitors who *could* stay given the space available. The peak seasonal population figures include data on the number of seasonal residents, the number of people staying in hotels, motels, vacation rentals, campsites, recreational vehicles, live aboard vessels, and those staying with friends and relatives.

The graph on the next page shows the past and future trends in the peak seasonal population for all of Monroe County as well as the unincorporated areas. The peak seasonal population in Monroe County has grown from 70,493 people in 1990 to 74,712 people by 2015, an increase of six percent (6%) over the twenty-five year period. The peak seasonal population as a percentage of the functional population fluctuates between 45.2% and 47.2% over the period. The county-wide peak seasonal population growth rate exceeded four percent (4%) in 1993. Growth rates fluctuated between –1.7% and 1.9% for the remainder of the years under study, and are expected to steadily decline after the year 2003. The 1998 and 1999 declines in the peak seasonal population in unincorporated areas can be attributed to the incorporation of Islamorada and Marathon.

Graph of Peak Seasonal Population in Monroe County 1990-2015



The graph below compares the trends in permanent resident and peak seasonal population for all of Monroe County *on any given evening* in the year shown.

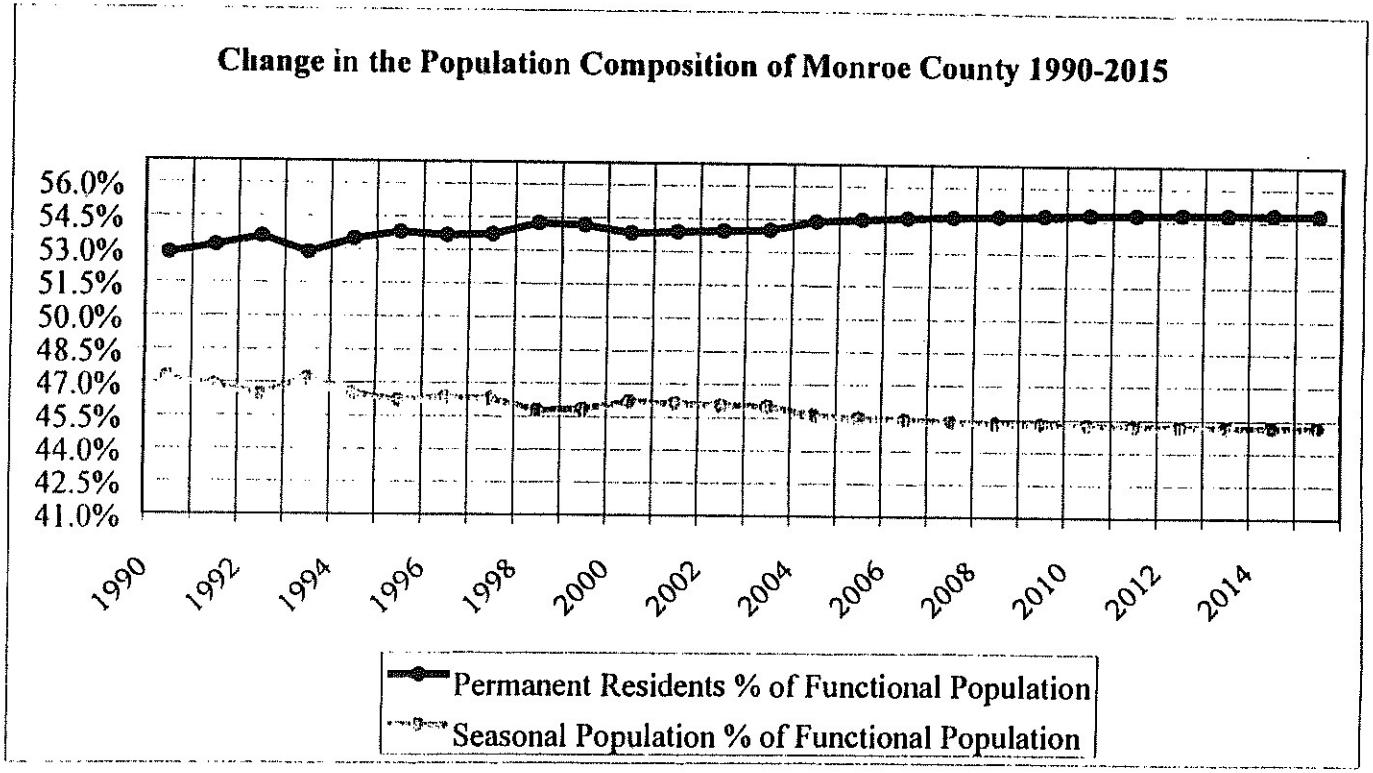


The chart shows that while the absolute numbers of permanent residents and potential peak number of seasonal residents and visitors will increase from 1990 to 2015, the growth rates are expected to slow down. If current trends continue, the growth rate

in the number of permanent residents will continue to outpace the growth rate in the potential peak number of seasonal residents and visitors on any given evening.

It is important to remember that the permanent resident figures are *annual* data, while the peak seasonal population data is based on the potential number of people on any given *evening*. The total number of seasonal residents and visitors who spent the night in the Keys over an entire year is not available based upon this data. However, it is a safe assumption that over the course of a year, there are many more seasonal residents and overnight visitors in Monroe County than permanent residents.

The trends in the distribution of peak seasonal population to the permanent population as a percentage of the total functional population are shown in the graph on the next page.



This graph shows that the nightly peak seasonal population is expected to decline as a percentage of the total functional population relative to the permanent resident population over the period from 1990 to 2015. In other words, seasonal residents and visitors will occupy less of the total functional population over the next fifteen years as compared to permanent residents. It is interesting to note that the permanent resident population consistently occupies a higher proportion of the county-wide functional population.

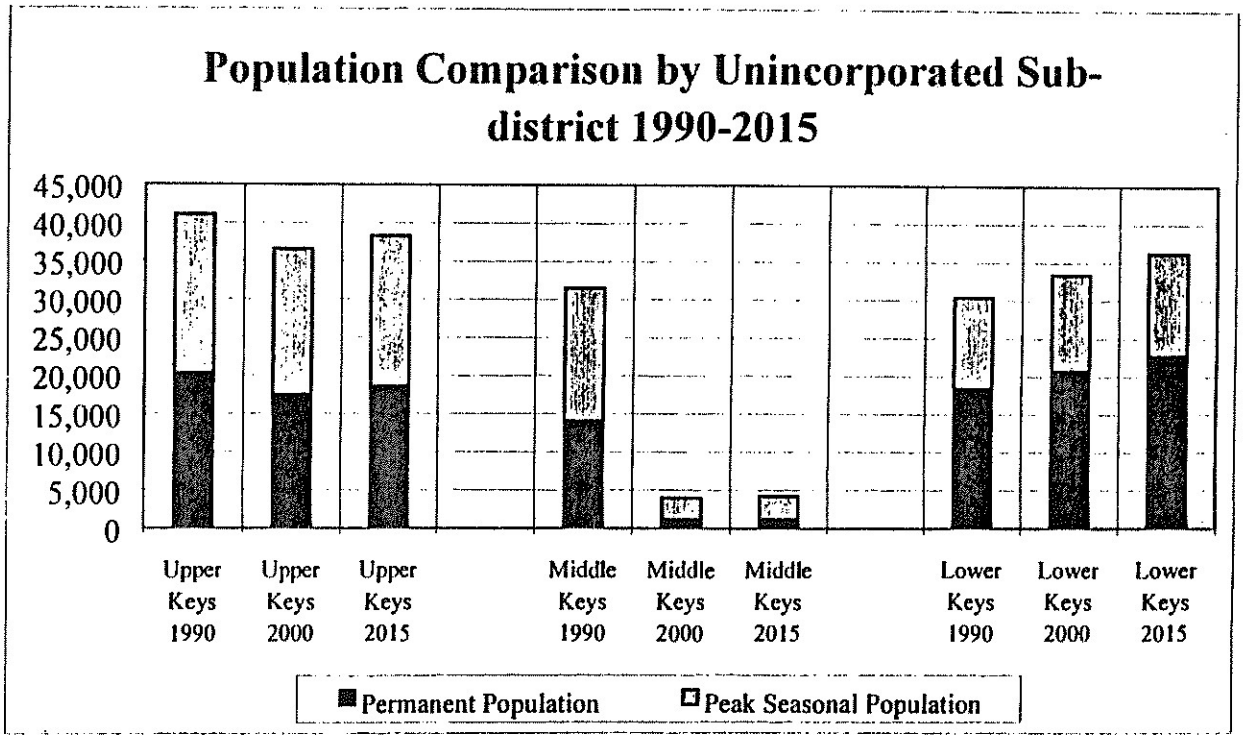
The table below shows the distribution of permanent residents to the peak seasonal population in the incorporated and unincorporated portions of Monroe County from 1990 to 2015.

Population Comparison Between Incorporated and Unincorporated Areas of Monroe County 1990-2015

	1990			2000			2015		
	Functional Population	Percent Permanent	Percent Seasonal	Functional Population	Percent Permanent	Percent Seasonal	Functional Population	Percent Permanent	Percent Seasonal
Incorporated Areas	46,348	56.3%	43.7%	85,144	54.4%	45.6%	86,535	55.7%	44.3%
Unincorporated Areas	103,000	51.2%	48.8%	73,969	53.1%	46.9%	78,831	53.9%	46.1%
Monroe County Total	149,348	52.8%	47.2%	159,113	53.8%	46.2%	165,366	54.8%	45.2%

As the table indicates, a higher percentage of the functional population of Monroe County as a whole is composed of permanent residents, and this trend is expected to continue and grow more visible from 2000 to 2015. A similar trend can be expected in the unincorporated portions of the County. The incorporated areas are also dominated by the permanent population as a percentage of the functional population. The percentage of the functional population occupied by the seasonal population is expected to be higher in 2000 and 2015, but is expected to peak by 2002. It is important to remember that the permanent figures are annual figures, while the seasonal figures represent the peak potential population on any given evening. The seasonal population figures are not annual figures. If the nightly seasonal population amounts were summed, the total would far exceed the permanent population.

The chart below compares the permanent and seasonal populations in the unincorporated portion of Monroe county by sub-district.



From 1990 to 2000, the Upper Keys declined by 2,770 permanent residents and 1,696 seasonal residents and visitors, due to the incorporation of Islamorada. The Middle Keys lost 12,994 permanent residents and 14,595 seasonal residents and visitors due to the incorporations of Islamorada and Marathon. The Lower Keys added 2,295 permanent residents and 729 additional seasonal residents and visitors.

From 2000 to 2015, the Upper Keys are expected to add 1,134 permanent residents for a permanent resident population of 18,569 people. The Middle Keys are expected to add only 74 permanent residents for an ultimate permanent resident population of 1,172 people by 2015. The Lower Keys are expected to add 1,992 permanent residents from 2000 to 2015, for a permanent resident population of 22,733 people.

In terms of the peak seasonal population from 2000 to 2015, the Upper Keys are expected to add an additional 613 seasonal residents and visitors, bringing its peak seasonal population to 19,793 people. The Middle Keys are expected to add 188 additional seasonal residents and/or visitors for an ultimate peak seasonal population of 3,034 people. The Lower Keys are expected to add an additional 861 seasonal residents and visitors for a seasonal population of 13,530 people by 2015. It is interesting to note that by 2015, the Lower Keys are expected to have the most permanent residents of all three sub-districts, while the Upper Keys are expected to retain the highest peak seasonal population.

Fastest and Slowest PAED Population Growth

The chart on the next page shows the projected changes in permanent resident, seasonal, and functional populations in each PAED in unincorporated Monroe County from 2000 to 2015. It also indicates the numerical and percent changes in the population figures over the fifteen years.

PAED Population from 2000 to 2015 Ranked by Change in Functional Population

PAED	Permanent Population Numerical Increase 2000 2015	Permanent Population Percent Increase 2000 2015	Seasonal Population Numerical Increase 2000 2015	Seasonal Population Percent Increase 2000 2015	Functional Population Numerical Increase 2000 2015	Functional Population Percent Increase 2000 2015
4a	1,028	20.7%	530	16.7%	1,558	19.1%
5	646	12.9%	208	6.3%	854	10.3%
17	557	18.0%	236	8.8%	793	13.7%
15	328	11.0%	162	9.2%	490	10.3%
3	357	16.3%	66	3.8%	422	10.8%
19-20	157	5.7%	83	3.5%	240	4.7%
10	62	8.7%	157	18.8%	219	14.1%
18	136	3.0%	76	1.7%	213	2.3%
21	38	2.3%	63	2.0%	101	2.1%
4b	39	66.8%	15	66.8%	54	66.8%
2	39	1.2%	14	1.1%	53	1.1%
11	12	3.1%	31	1.5%	42	1.8%
22	0	-0.1%	2	1.5%	2	0.9%
6	-28	-6.4%	17	0.9%	-11	-0.5%
1	-88	-1.9%	11	0.8%	-77	-1.3%
16	-82	-3.5%	-9	-0.2%	-90	-1.3%
UNINC. TOTAL	3,200	8.1%	1,662	4.8%	4,862	6.6%

As indicated in the table, PAED 4a (Cudjoe, Summerland, Ramrod, and the "Torch" Keys) is expected to experience the largest increases in permanent and seasonal population from 2000 to 2015. In addition to experiencing the largest absolute numerical

increases, this PAED is also expected to experience some of the highest growth rates in the unincorporated portions of Monroe County. The percent increase figures shown for PAED 4b (No Name Key) are misleading since the Key has only forty-four homes, most of which were built over the 1990's. Given the Rate of Growth guidelines, it is not likely that there will be any additional homes on No Name Key, but the population model is based upon past trends in certificate of occupancy issuance, not future permitting probabilities.

According to the table, PAED 5 (Big Pine Key) can also expect a large increase in the permanent resident population. However, it is not likely for this growth to be realized due to current building limitations on Big Pine Key. This phenomenon is similar to the No Name Key scenario, where the population model predicts growth based upon historical trends in certificate of occupancy issuance. Building permits have been limited in PAED 5 since 1994, and therefore, historical rate of certificate of occupancy issuance can not be sustained as we move into the twenty-first century. The model incorrectly predicts Big Pine Key growth rates based upon historical trends not future probabilities. Despite these problems, it is a logical assumption that PAEDs 17 (Rock Harbor), 15 (Tavernier), and 3 (Sugarloaf Key) will likely experience increases in permanent resident and seasonal populations.

PAED 22 (Cross Key, or the 18-Mile-Stretch) will likely experience the slowest growth rate in Monroe County from 2000 to 2015, as no new permanent or transient housing is expected for this area. Three PAEDs are expected to experience declines in permanent resident population from 2000 to 2015: PAED 1 (Stock Island), PAED 6 (MM 35 to 47), and PAED 16 (MM 94 to 98). In addition to a decline in permanent residents, the model forecasts that PAED 16 will experience a slight decline in the seasonal population over the period as well. The reason for these declines can be attributed to the "drag" factor applied to the

percent increase calculations of population after 2003. As the drag factor is applied consistently from 2004 to 2015, the net result is a slight decrease in population from 2000 to 2015. Regardless of whether or not these three PAEDs experience a loss in population, it is likely that they will be among the slowest growing areas of the unincorporated County.

Summary

This section presents a general analysis of the population data gathered for this report on Monroe County population estimates and forecasts for the years 1990 to 2015. The data and analysis indicates that the functional population is expected to grow by more than 16,000 people from 1990 to 2015, an increase of almost eleven percent (11%) over the twenty-five year period.

In 1999, over sixty percent (60%) of the functional population is located within unincorporated portions of Monroe County, but by 2000, the incorporated portions of the county will contain fifty-three percent (53%) of total functional population.

Throughout the years under study, the Upper Keys sub-district will have the largest portion of the functional population in unincorporated Monroe County, however, the Lower Keys is expected to have the highest growth rates over the twenty-five year period.

In terms of the composition of the functional population, there are more permanent residents than the peak seasonal population on any given evening. However, permanent resident figures are annual while peak seasonal population figures are for any given evening. If seasonal population figures were annual, they would far exceed permanent resident population figures. The growth

rates for permanent residents are expected to out pace the growth rates in the peak seasonal population as a percentage of the functional population.

PAED 4a is expected to have the largest numerical increases in population as well as the highest rates of population increase for permanent residents. PAED 22 is expected to have the slowest growth rates.

The drag factors applied to the permanent and seasonal resident data indicate that these population's growth rates will begin to level-off and decline after the year 2014 if current trends continue.

METHODOLOGY

This section will discuss the methodology used to determine the functional population of Monroe County. The functional population is a measurement which considers both the number of people who live in an area throughout the year (permanent residents), and those persons who visit an area (seasonal population) on any particular evening or evenings. As has been stated previously, the seasonal population is not a measurement of all the people who stayed in an area throughout the year, it is a measurement of the number of people who are visiting an area on any given evening. Additionally, the seasonal population is considered to be a peak figure, or a figure which represents the maximum number of people who could reasonably be accommodated in existing transient or guest facilities in the Keys on any given evening. Therefore, the seasonal population figures presented in this report can be considered as the peak number of people who could be accommodated on any given evening given the capacity of existing facilities devoted to the temporary housing of guests and/or visitors.

The functional population is the sum of the permanent population and the peak seasonal population, and is used by the government in determining the potential impacts, expected usage amounts, and required capacity for a wide variety of public services and expenditures. The process for determining the functional population used in this report is explained below, beginning with the methodology for determining the permanent resident population.

Permanent Resident Population

The methodology discussed here relates to the table titled Summary Table of Permanent Resident Population 1990-2015 (Appendix 4). The population estimates and the forecasts up to the year 2004 are based upon changes in the number of housing units available. The population forecasts after 2003 rely on historical trends in the percent increase in the number of permanent residents. All estimates and forecasts are based on a calendar year, and indicate the population as of December 31st of any particular year.

The first step in determining the number of permanent residents was to compare the boundaries between the 1990 census tracts and block groups with the Monroe County Planning Area Enumeration Districts (PAEDs). A map of the PAEDs can be found in Appendix 2 of this report. In most cases, the boundaries between census tracts and PAEDs were coterminous. In some situations, the PAED boundary didn't match with the census tract. In these cases, block group boundaries were used. However, in some cases, even the block group boundaries didn't match up with the PAED boundaries. Footnotes A-H in Appendix 11 discuss how data was separated or agglomerated to account for any boundary discrepancies. The ultimate goal of this step was to determine

how Census data would be broken down from census tracts or block groups into PAEDs. This information is summarized in Columns 1, 2, and 3 of the Summary Table of Permanent Resident Population 1990-2015 found in Appendix 4.

The next step was to use the 1990 Census of Population and Housing Summary Tape File 1A to obtain seven critical pieces of information by PAED: the total population in a PAED as of April 1, 1990, the total number of housing units in a PAED as of April 1, 1990, the total number of households (occupied housing units) in a PAED as of April 1, 1990, the total number of owner-occupied housing units in a PAED as of April 1, 1990, the total number of renter-occupied housing units in a PAED as of April 1, 1990, the number of vacant housing units in a PAED as of April 1, 1990, and finally, the number of housing units held for occasional or seasonal use. Again, all of this data was broken down from census tracts or block groups and agglomerated into PAEDs based upon the actions explained in Footnotes A-H. This information is found in Columns 4-11 of the Permanent Resident Table in Appendix 4.

The next step was to determine the number of persons per housing unit by PAED. This was accomplished by dividing the total population by the total number of housing units. The number yielded by this operation is not the number of persons per household, it is the number of persons per housing unit. The typical persons per household measurement equals the total population divided by the number of *occupied* housing units. The Monroe County model relies on a more generic persons per housing unit figure instead of a persons per household figure since vacancy rate information is required to determine occupancy status. Since information on intra-county vacancy rates over time is not generally available, the total persons per housing unit figure was used so as to limit the number of assumptions needed to forecast population. This information is found in Column 13 of the Permanent Resident Table.

At this point, the baseline population data for 1990 had been obtained from the Census, and re-aggregated into Monroe County PAEDs. However, this baseline data is as of April 1, 1990, but the Monroe County model is based upon a calendar year. In order to develop a population estimate for December 31, 1990, nine additional months of housing data had to be added to the baseline census information on the total number of housing units. The Building Departments of Monroe County and the other municipalities were used as a source for certificate of occupancy data. Certificates of occupancy (as opposed to building permits) were used as a surrogate for the number of housing units brought on-line during a year since a housing unit is more likely to be occupied shortly after a certificate of occupancy is issued.

Once the number of dwelling units which were completed from April 2, 1990 to December 31, 1990 were compiled and aggregated by PAED (based upon the number of certificates of occupancy issued), these numbers could then be added to the total number of dwelling units as of April 1, 1990 listed by the Census. This operation yielded the total number of dwelling units in existence on December 31, 1990 as shown in Column 15 of the Permanent Resident Table in Appendix 4.

Once the total number of housing units in existence on December 31, 1990 was known, the number of permanent residents living in those units could be derived by applying the number of persons per housing unit figure found in Column 13. This operation yields the total number of permanent residents by PAED as of December 31, 1990, as shown in Column 17 of the table in Appendix 4.

The next step is to determine the number of permanent residents by PAED in 1991. To accomplish this, the number of certificates of occupancy issued from 1/1/91 to 12/31/91 was obtained from the various Building Departments and divided up

into the appropriate PAEDs. The number of units built during 1991 was then added to the total number of dwelling units as of December 31, 1990. Once again, the resident population was derived by applying the persons per permanent resident dwelling unit found in Column 13.

This process was repeated to yield the permanent resident population estimates for 1992 through 1999. A slightly different process was used for making the population forecasts for 2000 and beyond.

The forecasts for the years 2000-2003 are based upon the potential number of building permits available, and historical trends in the number of permits issued. The majority of unincorporated Monroe County and the municipalities of Islamorada, Marathon, and Key West are all bound by the Rate of Growth Ordinance, which limits the number of building permits available over any given year. Layton, Key Colony Beach and the northernmost portion of Monroe County are not subject to the Rate of Growth Ordinance provisions, and as such, their population forecasts have been based upon historical trends in housing unit permitting.

The Rate of Growth guidelines found within the "Five Year Work Program" of the Monroe County Year 2010 Comprehensive Plan limits the number of building permits available to portions of Unincorporated Monroe County, Islamorada, and Marathon to a maximum of 204 per year until July of 2003. The City of Key West is limited to a maximum of 33 building permits per year based upon the Rate of Growth Guidelines, but a different allocation formula used by Key West makes it more problematic to apply this methodology to their expected population growth. As a result, population forecasts provided by Key West were used in this model. The northern portion of Unincorporated Monroe County, Key Colony Beach, and Layton are not subject to the rate of Growth guidelines, so historical trends in building permit issuance were used to calculate population forecasts for these areas.

The potential number of building permits available to portions of the County, Islamorada, and Marathon were used as the basis for predicting how many new housing units would come on-line each year from 2000 to 2003 in these areas. The potential 204 new dwellings available each year from 2000 to 2003 were aggregated by PAED based upon that PAED's percentage of the total number of dwelling units built from 1990 to 1999. The total number of units constructed in each PAED from 1990 to 1999 is shown in Column 54 of the Permanent Resident Table. Each PAED's total number of units constructed was divided by the sub-district total for the same period. This operation yields each PAED's share of the number of units constructed in a sub-district from 1990-1999 as shown in Column 55. This percentage was applied to the total number of building permits available to a sub-district each year from 2000 to 2003, and yields the forecasted number of dwelling units which will be built in a particular PAED during a particular year. Once the potential number of dwelling units constructed in a PAED was determined, the normal model process described in the paragraphs above was employed to determine the annual population by PAED for 2000 to 2003.

The Rate of Growth Ordinance is set to expire in 2003, and as such, there is little guidance as to how permits will be issued in Monroe County after the year 2003. As a result, the basis of the modeling process changes after 2003 from the number of housing units constructed to the historical percent change total permanent resident population.

The forecasting process begins with determining the average percent increase in total permanent resident population over the period from 1990 to 2003 by PAED as shown in Column 85 of the Permanent Resident Population Table in Appendix 4. This percentage is derived from obtaining the percent increase in resident population by PAED for each year, and then taking the average of these percent increase figures over the thirteen year period. This average percent increase figure is then applied to the

total permanent resident population in 2003. The product of this equation was then added to the 2003 total population to yield the estimated total permanent resident population in 2004 by PAED.

A similar methodology was employed to determine the permanent resident population by PAED from 2005 to 2015. Essentially, the average percent increase figure was applied to the previous year's permanent resident population figures. The product of this equation was then added to the previous year's population to estimate the following year's total permanent resident population. A "drag" factor was applied to each year's percent increase figures by PAED. This drag factor increases by .1% each year over the ten year period, so that by 2015, the rate of increase in permanent resident population by PAED will have declined by 1.1%. This drag factor was employed as an assumption that the availability of building permits will decline as the carrying capacity of the Keys is reached. It is also likely that the availability of building sites will also decline in the early years of the twenty-first century. Analysis has shown that a 1.1% decline in mean percentage increases in population over a ten year period would not significantly affect the validity of the population forecasts. It is important to note this methodology reveals the beginnings of a decline in the total number of permanent residents in unincorporated Monroe County by 2014.

The methodology described above is not representative of the process used to develop the City of Key West figures. Key West developed population forecasts as a part of their Evaluation and Appraisal Report on their Comprehensive Plan. The methodology used by Key West differs from that used by the County. In the interest of being inclusive of the County-wide population, this report adopted the Key West figures, and manipulated them slightly so as to provide yearly data similar to that provided for the other areas of the County.

Peak Seasonal Resident and Visitor Population

The methodology discussed here relates to the table titled Summary Table of Peak Number Seasonal Residents and Visitors by PAED 1990-2015 (Appendix 5). As mentioned earlier, the peak seasonal population figures are not the total number of seasonal residents and visitors who come to the Keys over the year, but only those who could be accommodated (based upon available facilities) on any given evening. The information contained in seasonal population summary table stems from five sub-models, which relate to: the number of seasonal residences, the number of hotel and motel rooms, the number of recreational vehicle and campsites, the number of people staying with friends and relatives, and the number of people staying on live aboard vessels. The methodology used in each of the five sub-models is discussed below.

1. Seasonal Residents and Vacation Rental Visitors

The first step is to obtain the number of dwelling units used for seasonal purposes from the permanent resident population table found in Appendix 4. The preliminary number of seasonal housing units comes from the 1990 Census of Population and Housing (Column 11 of the Summary Table of Permanent Resident Population found in Appendix 4). The number of seasonal housing units completed between April 1, 1990 and December 31, 1990 is derived by applying the percentage of seasonal housing units to the total number of housing units as of December 31, 1990 (Column 15 of the Permanent Resident Table found in Appendix 4). The addition of these two figures yields the total number of seasonal units by PAED as of December 31, 1990.

The next step is to determine the number of persons per group who stay in seasonal residences and/or vacation rentals. This figure was taken from a study prepared by the Tourism Development Council. This report is titled *Visitor Profiles: Florida*

Keys/Key West. This report was prepared by Vernon Leeworthy for the Nature Conservancy and NOAA in 1996. This report indicates that the largest group sizes occur in the winter season, and amount to 2.67 people per group on average. This figure was applied to the total number of seasonal residences (which includes vacation rentals) to determine the potential peak number of seasonal residents or visitors staying in vacation rentals by PAED. This methodology was used to determine the peak number of seasonal residents and visitors in vacation rentals by PAED for the years 1990 through 2003.

Because the peak seasonal resident sub-model also rests on the number of dwelling units (similar to the permanent resident population model), it is subject to the problem which occurs after 2003, when we are no longer sure how new dwelling units will be permitted. As a result, this model also makes the shift from a dwelling-unit based foundation to a population-based foundation after 2003 (just as the permanent resident population model does). The percentage increases in the number of seasonal residents and visitors in vacation rentals by year by PAED are determined in Columns 34 through 46 of the Peak Population in Seasonal Residences Table in Appendix 6.

Then, the average percent increase in the seasonal resident and vacation rental visitor population over the period from 1990 to 2003 by PAED was determined as shown in Column 47. This average percent increase figure was then applied to the seasonal resident and vacation rental visitor population in 2003. The product of this equation was then added to the 2003 peak number of persons staying in seasonal dwelling units to yield the estimated peak seasonal resident and vacation rental visitor population in 2004 by PAED.

A similar methodology was employed to determine the seasonal resident and vacation rental visitor population by PAED from 2005 to 2015. Essentially, the average percent increase figure was applied to the previous year's population figures. The product of this equation was then added to the previous year's population to estimate the following year's total seasonal resident and vacation rental visitor population. A "drag" factor was applied to each year's percent increase figures by PAED (similar to the one applied to the permanent resident population figures). This drag factor increases by .1% each year over the ten year period, so that by 2015, the percent increase in seasonal resident and vacation rental visitor population by PAED will have declined by 1.1%. It is important to note this methodology reveals the beginnings of a decline in the total number of seasonal residents and visitors in vacation rentals in unincorporated Monroe County by 2013, one year prior to similar declines expected for the permanent resident population forecasts.

2. Peak Number of People in Hotels and Motels

This is the second of the sub-models used to determine the peak seasonal population, and is titled Table of Peak Population in Hotels and Motels, and is found in Appendix 7 of this report.

The first step in the preparation of this model is to determine the number of hotel and motel rooms by PAED in 1990. The State of Florida's Department of Business and Professional Regulation Division of Hotels and Restaurants Master Listing of Accounts was used for this purpose. Information on the location and number of rooms of hotels, motels, resorts, and transient apartments was collected from the Master Listing and grouped according to PAED.

The next step was to determine the peak number of persons per room on average for all of these accommodations. This figure was taken from a study prepared by the Tourism Development Council. This report is titled *Visitor Profiles: Florida Keys/Key West*. This report indicates that the peak number of persons per room on average is 2.73 persons. This figure was used as the peak number of persons per room on average for the period from 1990 to 2015.

The next step was to determine the peak occupancy rate for transient accommodations. The occupancy rates were obtained through the TDC from the Smith Travel Research *Trend Report*. The *Trend Report* gives the occupancy rate figures by month from 1990 to 1999 for Key West and Monroe County. The peak monthly occupancy figure by year was extracted and used by this model.

With the information on the number of hotel and motel rooms collected and sorted by PAED, the information on the peak group size determined, and the yearly peak occupancy rates obtained, the peak population staying in hotels and motels by year by PAED was determined. For each year, the peak number of persons per room was applied to the number of hotel and motel rooms available. The peak occupancy figure was then applied to this figure to yield the peak number of people staying in hotel and motel rooms by year by PAED. This methodology was used to determine the peak number of visitors in hotels and motels from 1990 to 1999.

After 1999, the occupancy rate for hotels and motels in Monroe County are not known. To estimate the future occupancy rate, the average occupancy rate was determined for the years from 1990 to 1999 (as shown in Column 35 of the Peak Population in Hotels and Motels table in Appendix 7), and applied to the yearly number of hotel and motel rooms by PAED after 1999. Once

the projected occupancy rate was determined, the methodology described in the previous paragraph was used to determine the peak population staying in hotels and motels until 2006.

The number of hotel and motel rooms in Monroe County has remained relatively constant since 1996 when the Year 2010 Comprehensive Plan was adopted. The Comprehensive Plan prohibits the construction of new transient accommodations until 2006. As a result, there has been very little new hotel/motel room construction, but the model does include those hotel and motel rooms which have become vested from the Comprehensive Plan policy prohibiting new transient units.

It is expected that the prohibition in the Comprehensive Plan on new hotel and motel rooms will be lifted by 2007. As a result, the model was adapted to include a cumulative .1% increase in the number of visitors staying in hotels and motels per year from 2007 to 2015 based upon the increased prevalence of hotel and motel rooms.

3. Peak Number of People in Campsites and Recreational Vehicles

This is the third of the sub-models used to determine the peak seasonal population, and is found in Appendix 8 of this report. The first step in the preparation of this model was to determine the number of campsites and recreational vehicle spaces by PAED in 1990. These figures were derived from the Florida Department of Environmental Protection (DEP) records related to on-site sewage capacity for these types of land uses. The DEP figures showed how many campsites and/or recreational vehicle spaces were present (or permitted) in a particular establishment. The establishments were located and agglomerated by PAED.

The next step was to determine the peak number of persons per campsite and/or vehicle on average for all of these establishments. This figure was taken from a study prepared by the Tourism Development Council. This report is titled *Visitor Profiles: Florida Keys/Key West*. This report indicates that the peak number of persons per campsite and/or vehicle on average is 2.93 persons. This figure was used as the peak number of persons per campsite and/or vehicle on average for the period from 1990 to 2015.

The next step was to determine the occupancy rate for these transient land uses. The occupancy rate figure was also obtained from the *Visitor Profiles: Florida Keys/Key West* report. The report shows the peak occupancy rate to be 94.31% in the peak months of the year for campsites and recreational vehicle parks. This figure was used as the occupancy rate per campsite and/or vehicle on average for the period from 1990 to 2015.

The peak population staying in campsites and recreational vehicles was determined by applying the peak number of persons per campsite or vehicle to the number of sites available. This number was then multiplied by the occupancy rate to determine the peak number of persons staying in campsites and recreational vehicle sites by year by PAED.

The total number of campsites and recreational vehicle spaces were held constant over the period from 1990 to 2006, based on the moratorium on transient housing uses stemming from the Year 2010 Comprehensive Plan. After 2006, the prohibition on these types of uses is expected to be lifted. As a result, the model was adapted to include a cumulative .1% increase in the number of visitors staying in campsites and recreational vehicles per year from 2007 to 2015 based upon the expected increase of these transient uses.

4. Peak Population Staying with Friends and Relatives

This is the fourth of the sub-models used to determine the peak seasonal resident and visitor population, and is found in Appendix 9 of this report. This is one of the most difficult numbers to predict since the number of people who visit an area, but who do not stay in transient accommodations, is very difficult to track.

The basic methodology used was to determine the percentage of total visitors who stay with friends and relatives, then apply this percentage figure to the total seasonal population by PAED in a particular year. The product was the number of people who stayed with friends and relatives.

The first step in the preparation of this sub-model is to determine the appropriate percentage of people who stay with friends and/or relatives when visiting Monroe County. This number was derived from the study prepared for the Tourism Development Council entitled *Visitor Profiles: Florida Keys/Key West*. This report indicates that 15.5% of all visitors to the Keys stay with friends and/or relatives. For ease in calculation, this percentage figure was used across all PAEDs for each of the years in the forecast.

The peak number of people staying with friends and relatives by PAED by year was derived by summing the total population staying in seasonal residences and vacation homes, the peak population staying hotel and motel rooms, and the peak population staying in campsites or recreational vehicle spaces, and then applying 15.5% to this sum. The product of this operation is the

peak number of people staying with friends and relatives. This methodology was used by PAED and by year for all years in the model.

5. Peak Population on Live Aboard Vessels

This is the fifth and final sub-model used to determine the total peak seasonal population by PAED. Two separate sources were used to determine these figures. The first source of information was a study published in 1990 by Gus Antonini et. al. called *Boat Live-Aboards in the Florida Keys: A New Factor in Waterfront Development.* This study determined that over the year from 1988 to 1989, there were 1,082 live-aboard vessels present in the Keys. It is unclear if this figure is the total for the year or the peak number of vessels at any given time. This report uses the figure as a peak number instead of a total for the year.

The next step in the modeling process was to dis-aggregate the peak number of vessels by PAED. This was accomplished by using the data on the number of live aboard vessels collected during the 1993 Marina Facilities Survey conducted by the Monroe County Marine Resources Department. This survey collected information on the number of live aboards found in waters around the Keys. Mile markers were used in the survey to describe areas where live aboard vessels were encountered. The vessel counts found in the survey were then agglomerated by PAED based upon the mile marker figures in the survey. The total number of live aboards found in a particular PAED was then divided by the total number of live aboard vessels found across Monroe County. This yielded a particular PAED's percentage of the number of live aboards in the county. It is interesting to note that 22% of the live aboards were located in incorporated areas in 1993.

Once percentage figures on the number of live aboards by PAED were determined, these percentage figures were applied to the peak number of vessels determined by the Antonini study. This exercise allowed the Antonini figures to be broken down by PAED.

The next step was to determine occupancy rates on live aboard vessels. The Antonini research indicated that there was an average of 1.8 persons per vessel in 1988-89. This figure was used in this model, and applied over the entire period.

With the number of vessels by PAED in 1990 determined, and the number of persons per vessel determined, the two could be multiplied, yielding the peak population of people staying on live aboards by PAED in 1990.

To obtain this peak population on live aboard vessels figure by year over the period from 1990 to 2015, the peak number of vessels by PAED was increased by .1% per year over the period. This percentage increase was selected based on a lack of rigorous data on the peak number of vessels present. There is anecdotal evidence that the peak number of live aboard vessels is increasing over time, but no concrete evidence of this increase. Due to the data limitations, a percentage increase of .1% per year was applied.

In conclusion, the data from all five sub-models mentioned above was agglomerated to yield the total peak seasonal population as reflected in the Summary Table of Peak Number of Seasonal residents and Visitors by PAED 1990-2015 (Appendix 5).

As in the case of the permanent resident population model, the methodology described above is not representative of the process used to develop the City of Key West figures. Key West developed population forecasts as a part of their Evaluation and

Appraisal Report on their Comprehensive Plan. The methodology used by Key West differs from that used by the County. In the interest of being inclusive of the County-wide population, this report adopted the Key West figures, and manipulated them slightly so as to provide yearly data similar to that provided for the other areas of the County. The Key West figures included the number of day visitors to Key West within their seasonal population. These day visitors have been subtracted from the Key West figures included within this report so as to be consistent with the data presented for the County and other incorporated areas.

ASSUMPTIONS

The final section of this report discusses the various assumptions that were made in order to produce the population estimates and forecasts.

The first assumption is that the population estimates and forecasts contained in this report only consider legally established dwellings or transient units. It is undeniable that there are more units in existence than those which were legally established. However, the exact number of these units is very difficult to determine or estimate. As a result, the potential number of unlawfully established units is not included within these models.

The second assumption is that current trends and conditions will continue into the future. Any number of events like major hurricanes or other natural disasters will undoubtedly affect the population of Monroe County. However, these events can not be predicted far in advance, and therefore, the models do not contemplate them. In addition to natural events, other factors like

governmental policy will also affect the ultimate population. People's values and desires also exert impacts, but it is simply too difficult to model these effects. As a result, these models assume that current trends and conditions will continue.

The third assumption is that the 1990 baseline data on population is true and correct. This data comes from the Bureau of the Census, and may or may not be accurate. However, it is the only source available which has been accepted by the state and federal governments. There is the strong possibility that the population of Monroe County was undercounted during the 1990 Census. Hopefully, the 2000 Census will address this problem. Once the information from the 2000 Census becomes available, it will be incorporated into this model in an attempt to make these figures even more accurate.

The fourth assumption is that the persons per housing unit figure is a more appropriate figure than persons per household when estimating the permanent resident population. Persons per household figures require data on occupied units, which requires information on vacancy rates. Since this information is not generally available in the Keys (and may not be relevant given the highly transitory nature of Keys residents) the use of a persons per total housing unit figure may be more appropriate since it eliminates the need for assumptions on vacancy rates.

The fifth assumption is the possibility that the total persons per housing unit figure in a PAED will remain constant from 1990 to 2015. The likelihood of this being the case is rather slim, however, the exact direction and magnitude of any changes is unknown. To keep the model simple, persons per housing unit was kept constant. These population estimates and forecasts may be modified after the results of the 2000 Census of Population are released, but this will not occur until 2002 at the earliest.

The sixth assumption is that certificates of occupancy are a better predictor of changes in permanent resident population as opposed to building permit figures. Historically, it takes anywhere from two to seven years for an average home to be completed in the Keys. It is more likely that a home will be occupied shortly after a certificate of occupancy is issued as compared to a building permit. For this reason, certificates of occupancy were used in this model.

The seventh assumption is that the number of dwelling units issued certificates of occupancy from 4/2/90 to 12/31/90 does not double-count housing units in existence as of April 1, 1990. As mentioned in the methodology section, the permanent resident population model uses the 1990 Census data as a starting point, but this Census data only applies to the number of dwelling units present on April 1, 1990. For greater accuracy, this population model considered all the housing units available over the course of the year. The possibility exists that a new dwelling unit was issued a certificate of occupancy after April 1, 1990, but people who were living in the dwelling obtained a census form, and returned it prior to April 1, 1990. In these situations, it is possible for this model to double-count those units. However, this number is expected to be insignificant when considering the population over a twenty-five year span.

The eighth assumption is that the information from the Bureau of the Census on the number of housing units held for occasional or seasonal use is appropriate. This figure was used in the model to determine the number of seasonal homes in the County from 1990 to 2015. While there is much debate about the number of transient rentals in the Keys, there is no definitive source on the number of homes being used for this purpose. The number of homestead exemptions was explored as a possible source, however, this data is not maintained in a way which can be applied over time. As a result of the existing data limitations, the Census Bureau information was used. It may be possible that the number of seasonal homes is undercounted by this model, but

until there is a mechanism for jurisdictions to track which homes are held for seasonal or transient purposes, and which ones are for permanent residents, we may never know the magnitude of seasonal and/or transient housing units.

The ninth assumption relates to governmental policy. The Five Year Work Program indicates that 204 building permits will be issued each year during 2000, 2001, 2002, and 2003 for portions of unincorporated Monroe County, Islamorada, and Marathon. For the sake of simplicity, this model assumes that 204 dwelling units will be completed and issued a certificate of occupancy each year for the same period. However, even if this assumption is incorrect, it should not affect the total number of dwelling units constructed.

The tenth assumption is that historical trends in the number of housing units constructed in northern Monroe County, Layton, and Key Colony Beach is a good predictor of the timing of additional housing unit development in the future. The growth in permanent resident housing units from 2000 to 2004 is based upon the Rate of Growth permit allocations, but these areas are not subject to the Rate of Growth provisions, as such, their historical trends are projected into the future. While this may not be the best approach, it is the only one available, and therefore has been used by this model.

The eleventh assumption relates to maximum party size of seasonal residents and visitors in a particular dwelling or transient unit. These party sizes are shown to remain constant in several of the models. There are yearly variations in party size, but research has shown that over time, party size does remain fairly constant. It is important to remember that seasonal population estimates and forecasts seek to show the potential peak population on any given night, so even if party sizes do shrink or expand on a monthly or yearly basis, the accuracy of seasonal population projections should not be greatly affected.

The twelfth assumption is that the moratorium on new transient units (hotel & motel rooms, campsites, etc.) will be lifted in 2006. This policy decision is as yet unknown. The Comprehensive Plan dictates that some allowances for these uses should be made by 2007, so the models contained within this report reflect that policy direction. There is always the possibility that the policy will change, and if so, the population figures will also change. This model will be revisited upon significant policy changes.

The final assumption, and perhaps the largest, relates to the "drag" factors applied to the permanent and seasonal resident populations. The models used in this report apply a .1% decrease to the growth rates for these two populations from 2004 to 2015. This assumption is based on the possibility that by 2004, there will be fewer building sites available, that there will continue to be a decline in the total number of people per housing unit, that the carrying capacity of the Keys will begin to be exceeded, and that as these things begin to take place, the attractiveness of the Keys to new residents will begin to decline.

Despite the fact that there are many assumptions contained within the models of population within this report, the possibility to alter and modify the models always exists. Should conditions change in a substantive way, the population estimates and forecasts will no doubt be reconsidered.

This concludes this report on the Monroe County population estimates and forecasts. The appendices on the following pages will show the various tables and footnotes used to determine the functional population of Monroe County. Questions about this report, the models, or the population estimates or forecasts should be directed to the Planning Department, which can be reached at the address shown on the inside cover of this report.

The following pages contain the appendices mentioned in previous sections of the report.

Appendix 1

Tables 2.28, 2.29, & 2.30 from the Year 2010 Comprehensive Plan Technical Document

Table 2.29
SeasonalPopulation Projections
Unicorporated Monroe County 1990-2010
By Planning Area/Enumeration (PAED) Districts

PAED	1990	1995	2000	2005	2010
LOWER KEYS					
1	1,734	1,903	2,072	2,257	2,454
2	717	787	856	933	1,014
3	944	1,035	1,127	1,228	1,335
4	2,117	2,323	2,529	2,755	2,996
5	2,154	2,364	2,573	2,803	3,048
6	981	1,076	1,172	1,277	1,388
Sub-Total	8,647	9,488	10,329	11,253	12,235
MIDDLE KEYS					
7	5,099	5,593	6,092	6,633	7,215
8	371	407	443	482	524
9	455	500	544	593	644
10	1,917	2,104	2,291	2,495	2,713
11	1,401	1,537	1,673	1,823	1,982
12	1,650	1,811	1,971	2,148	2,335
13	2,049	2,249	2,448	2,667	2,900
Sub-Total	12,942	14,201	15,462	16,841	18,313
UPPER KEYS					
14	4,745	5,204	5,669	6,173	6,714
15	1,500	1,646	1,792	1,953	2,123
16	2,940	3,225	3,512	3,826	4,160
17	2,703	2,966	3,229	3,518	3,825
18	2,948	3,235	3,522	3,837	4,172
19	418	459	499	544	591
20	2,236	2,453	2,671	2,909	3,163
21	3,862	4,237	4,613	5,025	5,464
22	169	186	202	221	240
Sub-Total	21,521	23,611	25,709	28,006	30,452
PAED TOTAL	**43,110**	**47,300**	**51,500**	**56,100**	**61,000**

Note: The City of Key West, Key Colony beach, and layton are not included.
Cape Sable is included in PAED 21; Windley Key is included in PAED 12

Source: U.S. Census 1990, Price Waterhouse.

Table 2.30
Functional Population Projections
Unicorporated Monroe County 1990-2010
By Planning Area/Enumeration (PAED) Districts

PAED	1990	1995	2000	2005	2010
LOWER KEYS					
1	6,275	6,480	6,667	6,894	7,132
2	3,823	3,946	4,057	4,181	4,323
3	2,730	2,915	3,079	3,262	3,475
4	6,100	6,895	7,561	8,302	9,212
5	6,362	7,265	8,015	8,852	9,884
6	1,422	1,517	1,614	1,718	1,829
Sub-Total	26,712	29,018	31,003	33,209	35,855
MIDDLE KEYS					
7	13,960	14,938	15,815	16,779	17,909
8	1,068	1,363	1,559	1,598	1,641
9	1,541	1,698	1,829	1,976	2,155
10	2,546	2,813	3,062	3,336	3,645
11	1,757	1,893	2,029	2,179	2,338
12	2,746	3,106	3,421	3,772	4,019
13	3,269	3,469	3,668	3,887	4,120
Sub-Total	26,887	29,280	31,383	33,527	35,827
UPPER KEYS					
14	9,150	10,155	11,048	12,031	13,192
15	3,933	4,303	4,623	4,980	5,404
16	5,227	5,912	6,510	6,894	7,228
17	5,168	5,679	6,135	6,641	7,230
18	7,075	8,167	9,081	9,966	10,300
19	1,326	1,462	1,576	1,704	1,859
20	3,785	4,002	4,220	4,458	4,712
21	5,649	6,447	7,154	7,936	8,580
22	230	270	303	342	387
Sub-Total	41,543	46,387	50,650	54,952	58,892
PAED TOTAL	**95,142**	**104,695**	**113,036**	**121,688**	**130,574**

Note: The City of Key West, Key Colony beach, and layton are not included.
Cape Sable is included in PAED 21; Windley Key is included in PAED 12

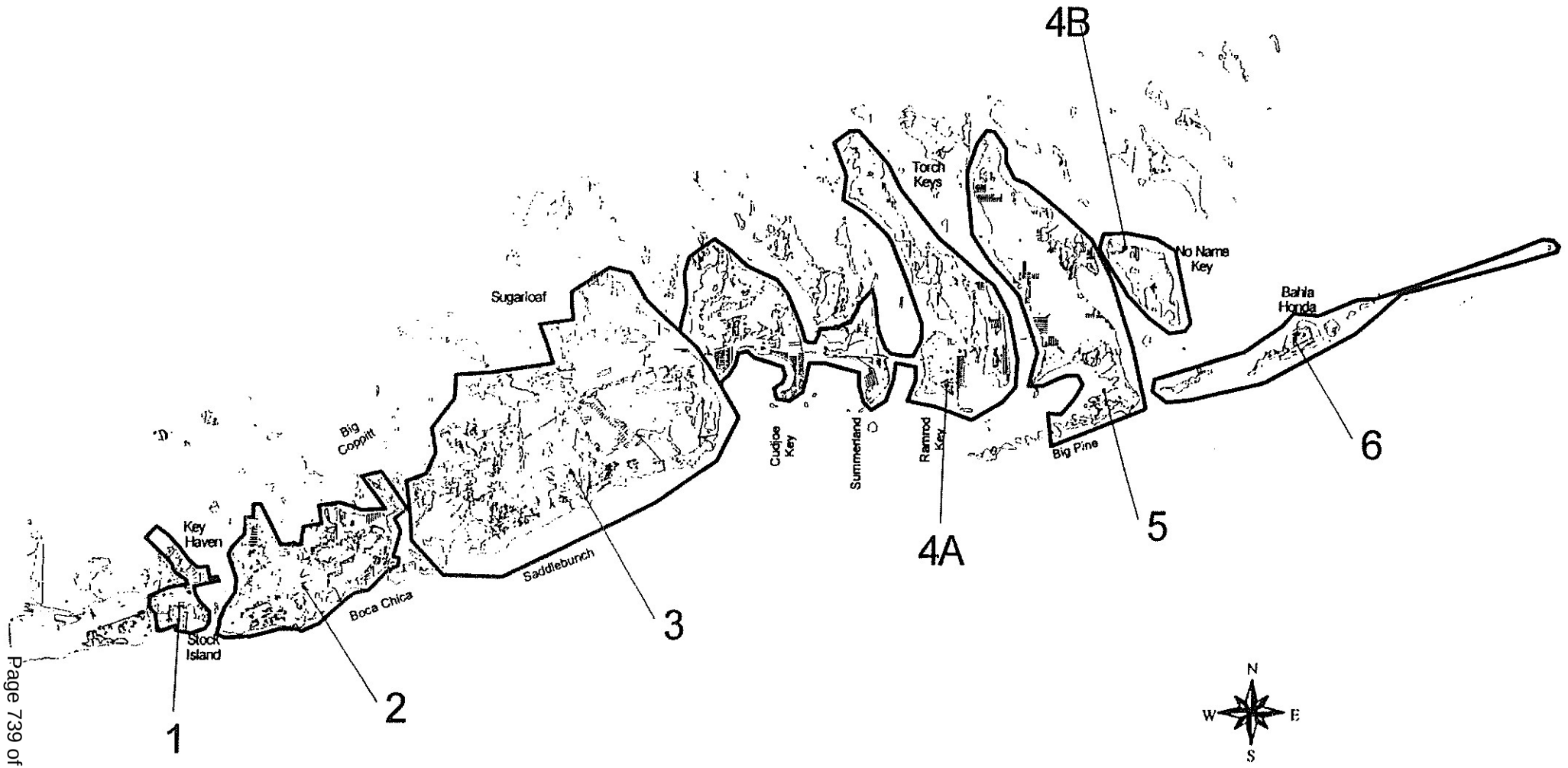
Source: U.S. Census 1990, Price Waterhouse.

Appendix 2

Monroe County Planning Area Enumeration District (PAED) Maps

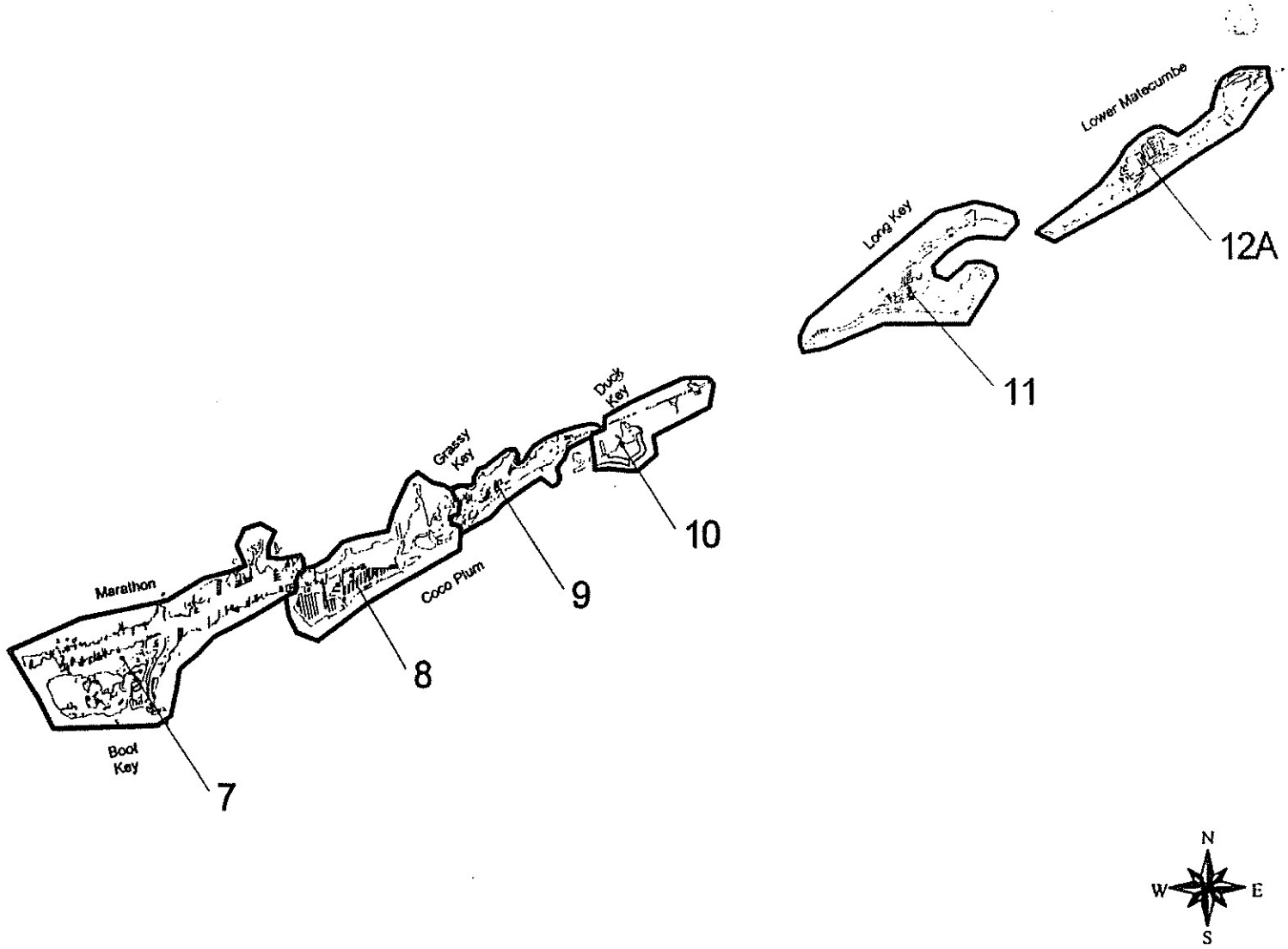
Monroe County
Growth Management Division

Planning Analysis Area/Enumeration Districts



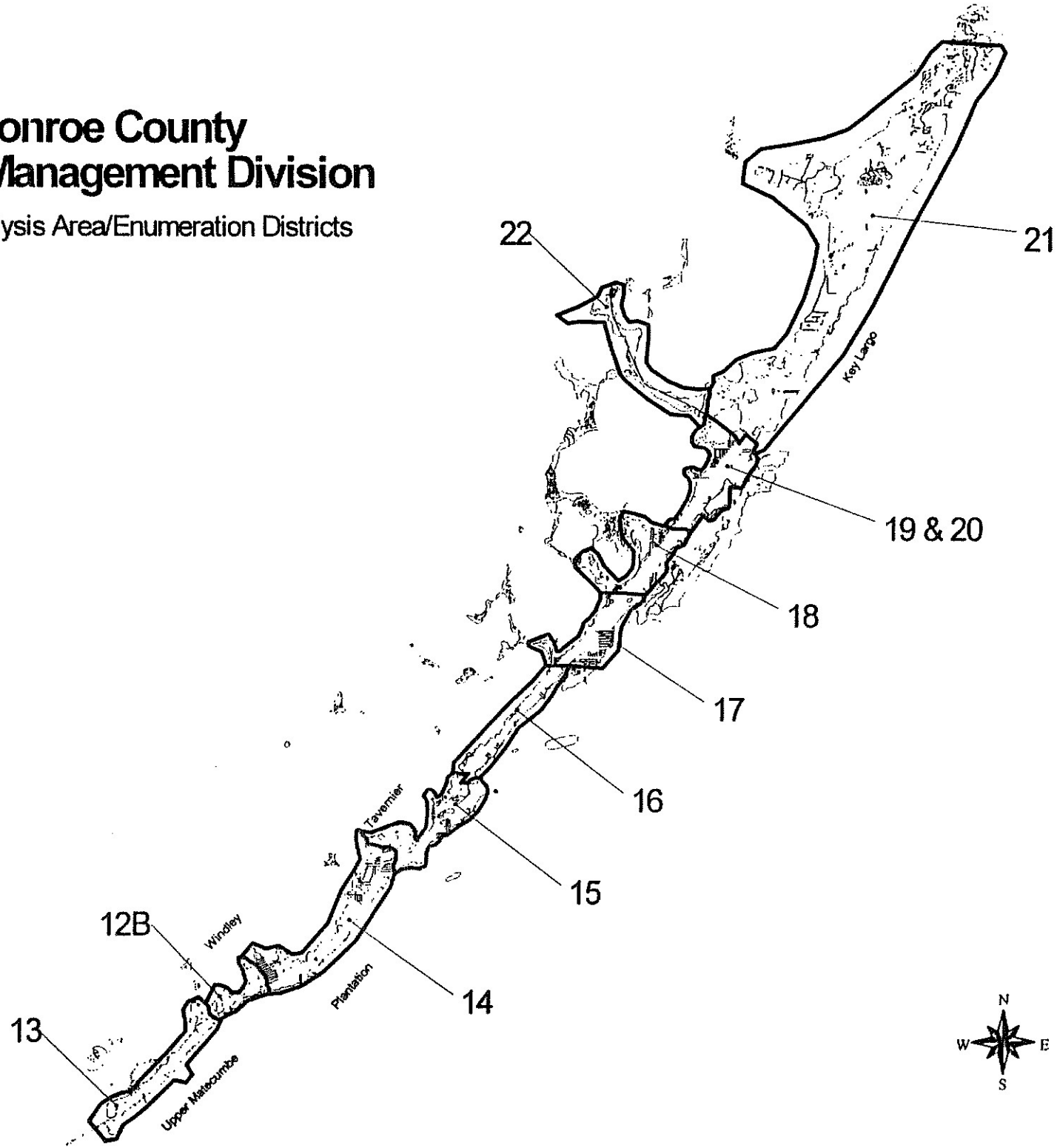
Monroe County
Growth Management Division

Planning Analysis Area/Enumeration Districts



Monroe County
Growth Management Division

Planning Analysis Area/Enumeration Districts



Appendix 3

Summary Table of Permanent Resident, Peak Seasonal, and Functional Population Figures by PAED from 1990 to 2015

Functional Population

PAED	1990 Permanent Resident Population	1990 Seasonal Population	1990 Functional Population	1991 Permanent Resident Population	1991 Seasonal Population	1991 Functional Population	1992 Permanent Resident Population	1992 Seasonal Population	1992 Functional Population	1993 Permanent Resident Population	1993 Seasonal Population	1993 Functional Population	1994 Permanent Resident Population	1994 Seasonal Population
Lower Keys														
1	4,560	1,273	5,833	4,581	1,274	5,855	4,597	1,275	5,873	4,604	1,276	5,880	4,621	1,277
2	3,140	1,257	4,398	3,179	1,261	4,440	3,195	1,260	4,455	3,207	1,269	4,476	3,241	1,269
3	1,844	1,686	3,530	1,876	1,688	3,564	1,915	1,698	3,603	1,965	1,708	3,673	2,006	1,705
4a	4,074	2,730	6,803	4,209	2,791	7,000	4,306	2,830	7,137	4,411	2,908	7,318	4,504	2,939
4b	37	15	51	41	16	56	44	17	61	47	19	66	48	19
5	4,352	3,096	7,448	4,482	3,131	7,613	4,568	3,151	7,719	4,695	3,201	7,896	4,765	3,213
6	440	1,883	2,323	440	1,883	2,323	440	1,863	2,323	440	1,983	2,323	440	1,883
Subtotal	18,446	11,940	30,387	18,809	12,044	30,853	19,066	12,105	31,170	19,368	12,264	31,632	19,626	12,305
Middle Keys														
7	8,932	6,730	15,662	8,981	6,696	15,678	9,041	6,645	15,686	9,080	8,813	15,893	9,116	6,714
8	707	2,051	2,758	714	2,033	2,747	719	2,003	2,722	725	2,089	2,814	731	2,038
9	1,101	1,130	2,231	1,114	1,130	2,244	1,119	1,126	2,245	1,135	1,142	2,277	1,140	1,135
10	653	338	992	664	339	1,002	674	338	1,011	685	351	1,037	697	348
11	357	1,948	2,304	357	1,946	2,303	358	1,944	2,302	359	1,996	2,345	359	1,980
12a	976	1,211	2,187	1,005	1,231	2,236	1,041	1,255	2,296	1,054	1,291	2,345	1,068	1,287
12b	140	950	1,090	150	937	1,087	150	909	1,058	150	975	1,125	150	929
13	1,226	3,083	4,309	1,241	3,149	4,391	1,250	3,077	4,327	1,267	3,265	4,532	1,268	3,142
Subtotal	14,092	17,441	31,533	14,226	17,461	31,687	14,351	17,297	31,648	14,465	17,913	32,368	14,628	17,674
Upper Keys														
14	4,514	2,936	7,449	4,649	3,002	7,651	4,740	3,042	7,782	4,804	3,099	7,903	4,856	3,112
15	2,610	1,585	4,195	2,713	1,628	4,341	2,739	1,631	4,369	2,826	1,696	4,521	2,913	1,722
16	2,290	4,520	6,811	2,297	4,507	6,805	2,304	4,486	6,790	2,310	4,559	6,869	2,323	4,526
17	2,544	2,514	5,058	2,615	2,508	5,123	2,691	2,487	5,168	2,807	2,649	5,455	2,863	2,594
18	4,163	4,150	8,313	4,206	4,156	8,362	4,234	4,151	8,385	4,362	4,569	8,931	4,381	4,534
19-20	2,494	2,125	4,619	2,575	2,161	4,736	2,626	2,330	4,956	2,666	2,368	5,033	2,678	2,360
21	1,530	2,944	4,473	1,543	2,953	4,496	1,553	2,955	4,508	1,562	3,001	4,563	1,565	2,982
22	61	103	164	61	103	164	61	103	164	63	103	166	63	103
Subtotal	20,205	20,876	41,081	20,660	21,019	41,679	20,937	21,185	42,122	21,399	22,043	43,442	21,641	21,935
TOTAL	**52,743**	**50,258**	**103,000**	**53,694**	**50,524**	**104,219**	**54,354**	**50,586**	**104,940**	**55,222**	**52,220**	**107,442**	**55,793**	**51,814**
Village of Islamorada	-	-	-	-	-	-	-	-	-	-	-	-	-	-
City of Layton	186	155	341	189	155	345	191	154	344	192	160	352	194	157
City of Key Colony B.	989	1,489	2,478	993	1,493	2,486	1,006	1,506	2,512	1,023	1,539	2,562	1,030	1,542
City of Marathon	-	-	-	-	-	-	-	-	-	-	-	-	-	-
City of Key West (p)	24,938	18,591	43,529	25,043	18,233	43,277	25,149	17,723	42,872	25,255	18,985	44,220	25,360	18,131
COUNTY TOTAL (q)	**78,855**	**70,493**	**149,348**	**79,920**	**70,406**	**150,326**	**80,699**	**69,969**	**150,668**	**81,691**	**72,884**	**154,575**	**82,378**	**71,644**

Prepared by the Monroe County Planning Department. See Footnotes for sources.

PAED	1994 Functional Population	1994 Permanent Resident Population	1994 Seasonal Population	1995 Functional Population	1995 Permanent Resident Population	1995 Seasonal Population	1996 Functional Population	1996 Permanent Resident Population	1996 Seasonal Population	1997 Functional Population	1997 Permanent Resident Population	1997 Seasonal Population	1998 Functional Population	1998 Permanent Resident Population
Lower Keys														
1	5,898	4,628	1,278	5,905	4,658	1,279	5,937	4,684	1,280	5,964	4,707	1,281	5,988	4,719
2	4,510	3,255	1,269	4,524	3,280	1,275	4,555	3,297	1,277	4,574	3,313	1,274	4,587	3,319
3	3,711	2,039	1,706	3,745	2,080	1,717	3,797	2,105	1,720	3,825	2,133	1,716	3,849	2,160
4a	7,442	4,612	2,987	7,599	4,714	3,047	7,761	4,804	3,093	7,897	4,872	3,110	7,983	4,916
4b	67	49	20	69	51	20	71	55	22	77	56	22	79	56
5	7,978	4,628	3,228	8,057	4,909	3,257	8,166	4,936	3,265	8,201	4,964	3,264	8,228	4,974
6	2,323	440	1,883	2,323	440	1,883	2,323	440	1,883	2,323	440	1,893	2,323	440
Subtotal	31,930	19,852	12,371	32,223	20,132	12,477	32,609	20,320	12,641	32,861	20,486	12,661	33,036	20,584
Middle Keys														
7	15,830	9,185	6,682	15,847	9,196	6,743	15,939	9,233	6,754	15,987	9,260	6,649	15,909	9,284
8	2,769	737	2,021	2,758	743	2,053	2,796	748	2,057	2,805	752	2,003	2,754	755
9	2,275	1,148	1,134	2,282	1,159	1,141	2,300	1,169	1,143	2,312	1,173	1,135	2,308	1,174
10	1,045	699	346	1,045	701	350	1,051	706	406	1,112	708	707	1,416	711
11	2,339	359	1,978	2,336	372	2,002	2,374	377	2,008	2,385	377	2,002	2,378	377
12a	2,355	1,086	1,298	2,383	1,097	1,318	2,413	1,104	1,322	2,426	-	-	-	-
12b	1,079	152	911	1,063	152	934	1,085	153	934	1,087	-	-	-	-
13	4,410	1,273	3,092	4,365	1,278	3,155	4,433	1,279	3,155	4,435	-	-	-	-
Subtotal	32,102	14,619	17,461	32,080	14,698	17,692	32,390	14,769	17,781	32,549	12,270	12,496	24,765	12,301
Upper Keys														
14	7,968	4,905	3,132	8,037	4,941	3,159	8,100	5,008	3,196	8,203	-	-	-	-
15	4,635	2,925	1,721	4,646	2,947	1,740	4,687	2,952	1,742	4,694	2,961	1,730	4,691	2,968
16	6,849	2,331	4,515	6,846	2,338	4,545	6,883	2,341	4,549	6,890	2,346	4,505	6,851	2,349
17	5,458	2,815	2,582	5,498	2,966	2,640	5,606	3,004	2,655	5,659	3,049	2,593	5,642	3,075
18	8,915	4,408	4,526	8,934	4,431	4,555	8,986	4,462	4,566	9,028	4,484	4,531	9,014	4,501
19-20	5,038	2,693	2,362	5,055	2,713	2,378	5,091	2,727	2,384	5,111	2,738	2,376	5,113	2,751
21	4,548	1,572	2,983	4,555	1,587	3,016	4,603	1,596	3,029	4,626	1,619	3,039	4,658	1,642
22	166	63	104	166	63	104	166	64	104	168	64	104	168	64
Subtotal	43,576	21,811	21,926	43,737	21,986	22,136	44,121	22,154	22,225	44,378	17,261	18,877	36,138	17,350
TOTAL	107,607	56,282	51,758	108,040	56,816	52,305	109,121	57,243	52,546	109,788	50,016	43,924	93,939	50,236
Village of Islamorada	-	-	-	-	-	-	-	-	-	-	7,590	8,411	16,001	7,641
City of Layton	351	197	157	354	198	159	357	201	160	361	203	158	361	206
City of Key Colony B.	2,572	1,045	1,561	2,606	1,050	1,571	2,621	1,058	1,583	2,641	1,074	1,597	2,671	1,089
City of Marathon	-	-	-	-	-	-	-	-	-	-	-	-	-	-
City of Key West (p)	43,491	25,466	17,790	43,256	25,572	18,216	43,787	25,677	18,233	43,910	25,783	17,365	43,148	25,942
COUNTY TOTAL (q)	154,022	82,990	71,266	154,255	83,635	72,251	155,886	84,179	72,521	156,700	84,665	71,454	156,120	85,114

PAED	1999 Functional Population	1999 Permanent Resident Population
Lower Keys		
1	5,988	4,719
2	4,587	3,319
3	3,849	2,160
4a	7,983	4,916
4b	79	56
5	8,228	4,974
6	2,323	440
Subtotal	33,036	20,584
Middle Keys		
7	15,909	9,284
8	2,754	755
9	2,308	1,174
10	1,416	711
11	2,378	377
12a	-	-
12b	-	-
13	-	-
Subtotal	24,765	12,301
Upper Keys		
14	-	-
15	4,691	2,968
16	6,851	2,349
17	5,642	3,075
18	9,014	4,501
19-20	5,113	2,751
21	4,658	1,642
22	168	64
Subtotal	36,138	17,350
TOTAL	93,939	50,236
Village of Islamorada	16,001	7,641
City of Layton	361	206
City of Key Colony B.	2,671	1,089
City of Marathon	-	-
City of Key West (p)	43,148	25,942
COUNTY TOTAL (q)	156,120	85,114

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Functional Population

PAED	1999 Seasonal Population	1999 Functional Population	2000 Permanent Resident Population	2000 Seasonal Population	2000 Functional Population	2001 Permanent Resident Population	2001 Seasonal Population	2001 Functional Population	2002 Permanent Resident Population	2002 Seasonal Population	2002 Functional Population	2003 Permanent Resident Population	2003 Seasonal Population	2003 Functional Population
Lower Keys														
1	1,262	6,001	4,730	1,283	6,013	4,741	1,284	6,025	4,752	1,284	6,037	4,763	1,285	6,048
2	1,276	4,595	3,333	1,282	4,615	3,346	1,284	4,630	3,359	1,286	4,645	3,372	1,288	4,660
3	1,721	3,861	2,183	1,731	3,914	2,206	1,734	3,941	2,230	1,736	3,967	2,253	1,741	3,994
4a	3,135	8,050	4,975	3,178	8,154	5,035	3,209	8,244	5,095	3,239	8,334	5,155	3,270	8,424
4b	22	79	58	23	81	59	24	83	61	24	85	63	25	87
5	3,268	8,243	5,022	3,289	8,311	5,069	3,304	8,373	5,117	3,318	8,435	5,165	3,332	8,497
6	1,883	2,323	440	1,893	2,323	440	1,883	2,323	440	1,883	2,323	440	1,883	2,323
Subtotal	12,587	33,171	20,741	12,669	33,410	20,897	12,721	33,618	21,053	12,773	33,826	21,210	12,824	34,034
Middle Keys														
7	6,861	16,165	-	-	-	-	-	-	-	-	-	-	-	-
8	2,013	2,768	-	-	-	-	-	-	-	-	-	-	-	-
9	1,137	2,311	-	-	-	-	-	-	-	-	-	-	-	-
10	743	1,454	719	835	1,553	728	902	1,629	734	970	1,704	742	972	1,714
11	2,002	2,379	379	2,011	2,391	382	2,015	2,397	385	2,019	2,404	387	2,023	2,410
12a	-	-	-	-	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal	12,775	25,077	1,098	2,846	3,944	1,108	2,917	4,026	1,119	2,989	4,108	1,129	2,995	4,124
Upper Keys														
14	-	-	-	-	-	-	-	-	-	-	-	-	-	-
15	1,736	4,704	2,991	1,759	4,749	3,013	1,770	4,783	3,036	1,781	4,616	3,058	1,792	4,850
16	4,515	6,864	2,352	4,554	6,905	2,354	4,556	6,911	2,357	4,559	6,918	2,360	4,622	6,981
17	2,612	5,687	3,100	2,683	5,783	3,126	2,694	5,819	3,151	2,704	5,855	3,177	2,714	5,891
18	4,542	9,043	4,516	4,580	9,097	4,532	4,586	9,118	4,548	4,592	9,140	4,564	4,598	9,161
19-20	2,384	5,135	2,764	2,400	5,163	2,776	2,405	5,182	2,789	2,411	5,200	2,801	2,417	5,218
21	3,075	4,716	1,647	3,101	4,748	1,653	3,109	4,762	1,659	3,118	4,776	1,665	3,126	4,791
22	104	168	65	104	169	65	104	169	65	104	169	65	104	169
Subtotal	18,967	36,317	17,435	19,180	36,615	17,619	19,224	36,744	17,604	19,269	36,872	17,689	19,372	37,061
TOTAL	44,329	94,565	39,273	34,696	73,969	39,525	34,863	74,387	39,776	35,030	74,806	40,027	35,192	75,219
Village of Islamorada	8,467	16,108	7,665	8,644	16,309	7,695	8,662	16,357	7,725	8,680	16,406	7,755	8,699	16,454
City of Layton	159	365	208	163	372	211	165	375	213	166	379	216	167	383
City of Key Colony B.	1,619	2,708	1,101	1,641	2,742	1,113	1,657	2,770	1,125	1,674	2,798	1,136	1,690	2,827
City of Marathon	-	-	11,272	10,182	21,455	11,312	10,195	21,507	11,352	10,208	21,560	11,391	10,221	21,612
City of Key West (p)	17,483	43,426	26,102	18,165	44,267	26,261	18,182	44,443	26,421	18,198	44,619	26,524	18,209	44,733
COUNTY TOTAL (q)	72,058	157,172	85,622	73,491	159,113	86,117	73,723	159,840	86,612	73,956	160,568	87,050	74,177	161,227

PAED	2004 Permanent Resident Population	2004 Seasonal Population	2004 Functional Population	2005 Permanent Resident Population	2005 Seasonal Population	2005 Functional Population	2006 Permanent Resident Population	2006 Seasonal Population	2006 Functional Population	2007 Permanent Resident Population	2007 Seasonal Population	2007 Functional Population	2008 Permanent Resident Population	2008 Seasonal Population
Lower Keys														
1	4,779	1,286	6,065	4,791	1,287	6,077	4,797	1,287	6,085	4,799	1,289	6,088	4,796	1,290
2	3,390	1,291	4,681	3,406	1,293	4,699	3,418	1,295	4,713	3,426	1,297	4,723	3,431	1,299
3	2,288	1,746	4,034	2,321	1,751	4,072	2,353	1,756	4,109	2,382	1,762	4,144	2,410	1,767
4a	5,249	3,318	8,567	5,339	3,364	8,704	5,426	3,409	8,835	5,509	3,452	8,961	5,588	3,492
4b	65	26	91	68	27	95	71	28	99	73	29	103	76	30
5	5,233	3,352	8,686	5,297	3,372	8,669	5,357	3,389	8,747	5,412	3,407	8,820	5,463	3,424
6	440	1,693	2,323	440	1,883	2,323	439	1,883	2,322	437	1,885	2,322	436	1,887
Subtotal	**21,445**	**12,903**	**34,347**	**21,662**	**12,977**	**34,639**	**21,860**	**13,048**	**34,908**	**22,040**	**13,121**	**35,160**	**22,199**	**13,189**
Middle Keys														
7	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-	-	-	-	-	-
9	-	-	-	-	-	-	-	-	-	-	-	-	-	-
10	749	975	1,724	756	977	1,732	762	979	1,740	767	981	1,748	771	983
11	390	2,027	2,416	392	2,030	2,422	393	2,033	2,426	395	2,036	2,431	396	2,039
12a	-	-	-	-	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal	**1,139**	**3,002**	**4,140**	**1,147**	**3,007**	**4,154**	**1,155**	**3,011**	**4,166**	**1,161**	**3,017**	**4,179**	**1,167**	**3,022**
Upper Keys														
14	-	-	-	-	-	-	-	-	-	-	-	-	-	-
15	3,098	1,810	4,906	3,131	1,827	4,958	3,163	1,843	5,006	3,193	1,857	5,050	3,219	1,871
16	2,365	4,627	6,992	2,368	4,631	6,999	2,369	4,632	7,000	2,367	4,632	6,999	2,363	4,630
17	3,232	2,736	5,968	3,285	2,757	6,042	3,335	2,778	6,112	3,382	2,798	6,180	3,427	2,817
18	4,596	4,609	9,205	4,624	4,620	9,244	4,648	4,629	9,276	4,667	4,636	9,305	4,682	4,647
19-20	2,826	2,429	5,255	2,849	2,439	5,288	2,869	2,449	5,317	2,886	2,458	5,344	2,900	2,465
21	1,675	3,142	4,818	1,685	3,156	4,840	1,692	3,167	4,859	1,698	3,176	4,875	1,703	3,183
22	65	104	170	66	105	170	66	105	170	66	105	171	66	105
Subtotal	**17,856**	**19,458**	**37,314**	**18,007**	**19,534**	**37,541**	**18,142**	**19,600**	**37,742**	**18,260**	**19,664**	**37,924**	**18,361**	**19,718**
TOTAL	**40,439**	**35,362**	**75,801**	**40,816**	**35,518**	**76,334**	**41,157**	**35,659**	**76,816**	**41,461**	**35,802**	**77,263**	**41,726**	**35,929**
Village of Islamorada	7,830	8,719	16,549	7,897	8,735	16,632	7,957	8,746	16,703	8,010	8,756	16,765	8,055	8,761
City of Layton	219	168	386	221	169	390	223	170	393	225	171	396	226	172
City of Key Colony B.	1,149	1,707	2,856	1,160	1,723	2,883	1,170	1,737	2,907	1,179	1,750	2,929	1,187	1,761
City of Marathon	11,441	10,231	21,673	11,480	10,238	21,718	11,508	10,241	21,749	11,524	10,247	21,771	11,529	10,250
City of Key West (p)	26,628	17,343	43,970	26,731	17,354	44,085	26,793	17,360	44,153	26,855	17,381	44,236	26,917	17,402
COUNTY TOTAL (q)	**87,705**	**73,531**	**161,235**	**88,305**	**73,737**	**162,041**	**88,808**	**73,914**	**162,722**	**89,253**	**74,108**	**163,361**	**89,640**	**74,275**

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Funclional Population

PAED	2008 Functional Population	2009 Permanent Resident Population	2009 Seasonal Population	2009 Functional Population	2010 Permanent Resident Population	2010 Seasonal Population	2010 Functional Population	2011 Permanent Resident Population	2011 Seasonal Population	2011 Functional Population	2012 Permanent Resident Population	2012 Seasonal Population	2012 Functional Population	2013 Permanent Resident Population
Lower Keys														
1	6,086	4,788	1,291	6,079	4,775	1,291	6,067	4,758	1,292	6,050	4,736	1,293	6,029	4,709
2	4,730	3,433	1,300	4,732	3,431	1,300	4,731	3,426	1,300	4,726	3,417	1,300	4,717	3,405
3	4,177	2,435	1,772	4,207	2,458	1,777	4,236	2,479	1,782	4,261	2,498	1,786	4,284	2,514
4a	9,080	5,662	3,531	9,193	5,732	3,567	9,299	5,797	3,601	9,397	5,856	3,632	9,488	5,911
4b	106	79	31	110	82	33	114	85	34	118	89	35	123	91
5	8,887	5,508	3,439	8,947	5,548	3,453	9,001	5,583	3,465	9,048	5,613	3,476	9,088	5,637
6	2,322	433	1,889	2,322	431	1,891	2,321	428	1,892	2,320	424	1,894	2,319	421
Subtotal	35,388	22,339	13,263	35,592	22,468	13,312	35,770	22,555	13,366	35,922	22,632	13,415	36,047	22,687
Middle Keys														
7	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-	-	-	-	-	-
9	-	-	-	-	-	-	-	-	-	-	-	-	-	-
10	1,754	775	985	1,760	778	987	1,765	780	988	1,768	781	990	1,771	782
11	2,434	396	2,041	2,437	396	2,043	2,439	396	2,044	2,440	395	2,044	2,440	394
12a	-	-	-	-	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal	4,189	1,171	3,026	4,197	1,174	3,030	4,204	1,176	3,032	4,208	1,177	3,034	4,211	1,176
Upper Keys														
14	-	-	-	-	-	-	-	-	-	-	-	-	-	-
15	5,090	3,243	1,882	5,125	3,264	1,893	5,156	3,281	1,901	5,182	3,295	1,909	5,204	3,306
16	6,993	2,357	4,625	6,981	2,348	4,818	6,965	2,337	4,608	6,945	2,323	4,596	6,919	2,306
17	6,245	3,470	2,836	6,305	3,509	2,853	6,362	3,545	2,869	6,414	3,578	2,883	6,461	3,608
18	9,328	4,692	4,653	9,345	4,697	4,858	9,355	4,697	4,861	9,359	4,693	4,683	9,358	4,685
19-20	5,366	2,912	2,472	5,384	2,921	2,477	5,398	2,927	2,481	5,408	2,930	2,484	5,413	2,930
21	4,886	1,705	3,188	4,893	1,706	3,190	4,896	1,705	3,189	4,895	1,703	3,187	4,890	1,699
22	171	66	105	171	66	105	171	66	105	171	65	105	171	65
Subtotal	38,078	18,444	19,761	38,205	18,510	19,793	38,303	18,558	19,815	38,373	18,588	19,826	38,414	18,600
TOTAL	77,656	41,954	36,040	77,994	42,142	36,135	78,277	42,290	36,213	78,503	42,397	36,275	78,672	42,464
Village of Islamorada	16,816	8,092	8,762	16,853	8,121	8,758	16,878	8,142	8,749	16,891	8,155	8,735	16,890	8,180
City of Layton	399	228	173	401	229	174	403	230	174	405	231	175	406	232
City of Key Colony B.	2,948	1,194	1,771	2,965	1,200	1,779	2,978	1,204	1,785	2,989	1,207	1,790	2,997	1,210
City of Marathon	21,778	11,522	10,249	21,770	11,503	10,244	21,747	11,473	10,236	21,709	11,432	10,224	21,656	11,379
City of Key West (p)	44,319	28,979	17,423	44,402	27,041	17,444	44,485	27,103	17,465	44,568	27,185	17,486	44,651	27,227
COUNTY TOTAL (q)	163,916	89,968	74,417	164,385	90,236	74,533	164,769	90,442	74,622	165,064	90,588	74,685	165,272	90,671

Prepared by the Monroe County Planning Department. See Footnotes for sources.

PAED	2013 Seasonal Population	2013 Functional Population	2014 Permanent Resident Population	2014 Seasonal Population	2014 Functional Population	2015 Permanent Resident Population	2015 Seasonal Population	2015 Functional Population
Lower Keys								
1	1,293	6,002	4,678	1,293	5,971	4,642	1,293	5,936
2	1,299	4,704	3,390	1,298	4,688	3,371	1,296	4,667
3	1,790	4,304	2,528	1,793	4,322	2,540	1,797	4,336
4a	3,660	9,571	5,960	3,686	9,645	6,003	3,709	9,712
4b	36	127	94	37	131	96	38	135
5	3,484	9,121	5,655	3,492	9,147	5,668	3,497	9,166
6	1,896	2,317	416	1,898	2,315	412	1,900	2,312
Subtotal	13,459	36,146	22,721	13,497	36,218	22,733	13,530	36,263
Middle Keys								
7	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-
9	-	-	-	-	-	-	-	-
10	990	1,773	782	991	1,773	781	992	1,773
11	2,044	2,438	393	2,043	2,436	391	2,042	2,433
12a	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-
Subtotal	3,035	4,211	1,175	3,034	4,209	1,172	3,034	4,206
Upper Keys								
14	-	-	-	-	-	-	-	-
15	1,914	5,221	3,314	1,918	5,232	3,318	1,921	5,239
16	4,581	6,889	2,280	4,564	6,854	2,270	4,545	6,815
17	2,897	6,504	3,634	2,909	6,543	3,657	2,919	6,576
18	4,662	9,347	4,671	4,660	9,331	4,653	4,657	9,310
19-20	2,485	5,414	2,927	2,484	5,411	2,921	2,483	5,404
21	3,181	4,880	1,693	3,173	4,866	1,685	3,163	4,849
22	105	171	65	106	170	64	106	170
Subtotal	19,826	38,426	18,694	19,815	38,408	18,569	19,793	38,362
TOTAL	36,319	78,783	42,489	36,347	78,836	42,474	36,357	78,831
Village of Islamorada	8,717	16,877	8,157	8,694	16,851	8,145	8,667	16,812
City of Layton	175	407	232	175	407	232	175	408
City of Key Colony B.	1,793	3,003	1,211	1,794	3,005	1,210	1,794	3,004
City of Marathon	10,210	21,589	11,316	10,191	21,507	11,241	10,170	21,411
City of Key West (p)	17,507	44,734	27,289	17,528	44,817	27,351	17,549	44,900
COUNTY TOTAL (q)	74,720	165,392	90,693	74,730	165,423	90,654	74,712	165,366

Prepared by the Monroe County Planning Department. See Footnotes for sources.

Appendix 4

Summary Table of Permanent Resident Population Figures by PAED from 1990 to 2015

1	2	3	4	5	6	7	8	9	10	11	12	13	14
PAED	1990 Census Tract (s)	1990 Census Block Groups	April 1, 1990 STF1A Total Population	April 1, 1990 STF1A Total Housing Units	April 1, 1990 STF 1A Total Occupied Housing Units	April 1, 1990 STF 1A Total Owner-Occupied Housing Units	April 1, 1990 STF 1A Total Renter-Occupied Housing Units	April 1, 1990 STF 1A Number of Vacant Housing Units	April 1, 1990 Housing Unit Percent Vacant (9 / 5)	April 1, 1990 STF 1A Total Number of Seasonal Units	April 1, 1990 Percent of Total Units Used as Seasonal (11 / 5)	Persons per Total Housing Units (l) (4 / 5)	Total Number of Dwelling Units Completed 4/2/90 - 12/31/90 Based on # of CO's Issued
Lower Keys													
1	9718 & 9719 pt.	N/A	4,539	1,944	1,778	1,137	641	166	8.5%	43	2.2%	2.33	9
2	9717	N/A	3,108	1,352	1,098	686	412	254	18.8%	142	10.5%	2.30	14
3	9716	N/A	1,786	869	728	553	175	141	16.2%	86	9.9%	2.06	28
4a	9715	N/A	3,952	2,723	1,784	1,408	376	939	34.5%	654	24.0%	1.45	84
4b	9714 pt.	BG 4 (a)	31	27	15	13	2	12	44.4%	4	14.8%	1.15	5
5	9714 pt.	BG 1,2,3,4,5 (a)	4,206	2,453	1,799	1,385	414	654	26.7%	402	16.4%	1.71	85
6	9714 pt. & 9713 pt.	9714 BG 1 (b)	440	33	31	30	1	2	6.1%	0	0.0%	13.33	0
Subtotal	-	-	18,062	9,401	7,233	5,212	2,021	2,168	23.1%	1,331	14.2%	1.92	225
Middle Keys													
7	9713, 9712, & 9711	N/A	8,864	5,212	3,955	2,590	1,365	1,257	24.1%	777	14.9%	1.70	40
8	9710 pt.	BG 3 (c)	697	575	330	392	183	245	42.6%	197	34.3%	1.21	8
9	9710 pt.	BG 2 (d)	1,086	665	462	519	146	203	30.5%	90	13.5%	1.63	9
10	9710 pt.	BG 2 (d)	629	491	341	383	108	150	30.5%	66	13.4%	1.28	19
11	9710 pt.	BG 1(e)	358	412	185	324	88	227	55.1%	176	42.7%	0.86	1
12a	9709 pt.	BG 5	956	855	458	355	103	397	46.4%	292	34.2%	1.12	18
12b	9709 pt.	BG 1,2 (f)	140	130	81	58	23	49	37.7%	38	29.2%	1.08	0
13	9709 pt.	BG 1,2,3,4 (f)	1,220	966	646	389	257	320	33.1%	220	22.8%	1.26	5
Subtotal	-	-	13,948	9,306	6,458	5,010	2,273	2,848	30.6%	1,856	19.9%	1.50	100
Upper Keys													
14	9708	N/A	4,405	2,961	1,937	1,457	480	1,024	34.6%	777	26.2%	1.49	73
15	9707	N/A	2,433	1,623	1,109	726	383	514	31.7%	383	23.6%	1.50	118
16	9708	N/A	2,287	1,987	1,061	800	261	926	46.6%	793	39.9%	1.15	3
17	9705	N/A	2,465	1,565	1,077	714	363	488	31.2%	319	20.4%	1.58	50
18	9704	N/A	4,127	2,440	1,737	1,313	424	703	28.8%	489	20.0%	1.69	21
19-20 (g)	9703	N/A	2,457	1,602	1,070	814	256	532	33.2%	371	23.2%	1.53	24
21	9702.98 pt.	BG 1,2,3 (h)	1,505	1,597	672	570	110	925	57.9%	706	44.2%	0.94	26
22	9701 pt.& 9702.98 pt.	BG 1 (h)	61	36	36	23	5	0	0.0%	0	0.0%	1.69	0
Subtotal	-	-	19,740	13,811	8,699	6,417	2,282	5,112	37.0%	3,838	27.8%	1.43	315
UNINC. TOTAL	-	-	51,750	32,518	22,390	16,639	6,576	10,128	31.1%	7,025	21.6%	1.59	640
Village of Islamorada	9709	N/A	-	-	-	-	-	-	-	-	-	-	-
City of Layton	9710	BG 1	183	145	77	48	29	68	46.9%	28	19.3%	1.26	2
City of Key Colony B.	9710	BG 3	977	1,152	518	318	137	634	55.0%	441	38.3%	0.85	14
City of Marathon	9710-9713	N/A	-	-	-	-	-	-	-	-	-	-	-
City of Key West (p)	9719-9726	N/A	24,832	12,221	10,424	4,384	6,040	1,797	14.7%	440	3.6%	2.03	96
COUNTY TOTAL (q)	-	-	77,742	46,036	33,409	21,389	12,782	12,627	27.4%	7,934	17.2%	1.69	752

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: 1990 Census of Population; Certificate of Occupancy Data from Monroe County, Islamorada, Layton, Key Colony Beach and Key West Building Departments; Rate-of-Growth Ordinance guidelines

Permanent Residents

1	15	16	17	18	19	20	21	22	23	24	25	26
PAED	December 31, 1990 Total Housing Units (5 + 14)	December 31, 1990 Total Number of Seasonal Housing Units (12 x 15)	DECEMBER 31, 1990 PERMANENT RESIDENT POPULATION (j) (13 x 15)	Total Number of Dwelling Units Completed 1/1/91 - 12/31/91 Based on # of CO's Issued	December 31, 1991 Total Housing Units (15 + 18 (	December 31, 1991 Total Number of Seasonal Housing Units (12 x 19 (	DECEMBER 31, 1991 PERMANENT RESIDENT POPULATION (j) (13 x 19)	Total Number of Dwelling Units Completed 1/1/92 - 12/31/92 Based on # of CO's Issued	December 31, 1992 Total Housing Units (19 + 22)	December 31, 1992 Total Number of Seasonal Housing Units (12 x 23)	DECEMBER 31, 1992 PERMANENT RESIDENT POPULATION (j) (13 x 23)	Total Number of Dwelling Units Completed 1/1/93 - 12/31/93 Based on # of CO's Issued
Lower Keys												
1	1,953	43	4,560	9	1,962	43	4,581	7	1,969	44	4,597	3
2	1,366	143	3,140	17	1,363	145	3,179	7	1,390	146	3,195	5
3	897	89	1,844	16	913	90	1,876	19	932	92	1,915	24
4a	2,807	674	4,074	93	2,900	697	4,209	67	2,967	713	4,306	72
4b	32	5	37	4	36	5	41	2	38	6	44	3
5	2,536	416	4,352	76	2,614	428	4,482	50	2,664	437	4,568	74
6	33	0	440	0	33	0	440	0	33	0	440	0
Subtotal	9,626	1,370	18,446	215	9,841	1,409	18,809	152	9,993	1,437	19,066	181
Middle Keys												
7	5,252	783	8,932	29	5,281	787	8,981	35	5,316	793	9,041	23
8	583	200	707	6	589	202	714	4	593	203	719	5
9	674	91	1,101	8	682	92	1,114	3	685	93	1,119	10
10	510	69	653	8	518	70	664	8	526	71	674	9
11	413	176	357	0	413	176	357	1	414	177	358	1
12a	873	298	976	26	899	307	1,006	32	931	318	1,041	12
12b	130	38	140	9	139	41	150	0	139	41	150	0
13	971	221	1,226	12	983	224	1,241	7	990	225	1,250	13
Subtotal	9,406	1,876	14,092	98	9,504	1,899	14,226	90	9,594	1,920	14,351	73
Upper Keys												
14	3,034	796	4,514	91	3,125	820	4,649	61	3,186	838	4,740	43
15	1,741	411	2,610	69	1,810	427	2,713	17	1,827	431	2,739	58
16	1,990	794	2,290	6	1,996	797	2,297	6	2,002	799	2,304	5
17	1,615	329	2,544	45	1,660	338	2,615	42	1,702	347	2,681	80
18	2,461	493	4,163	26	2,487	498	4,206	16	2,503	502	4,234	76
19-20 (g)	1,626	377	2,494	53	1,679	389	2,675	33	1,712	396	2,626	26
21	1,623	717	1,530	14	1,637	724	1,543	11	1,648	729	1,553	10
22	36	0	61	0	36	0	61	0	36	0	61	1
Subtotal	14,126	3,918	20,205	304	14,430	3,993	20,660	186	14,616	4,040	20,937	299
UNINC. TOTAL	**33,158**	**7,164**	**52,743**	**617**	**33,775**	**7,301**	**53,694**	**428**	**34,203**	**7,396**	**54,354**	**553**
Village of Islamorada	-	-	-	-	-	-	-	-	-	-	-	-
City of Layton	147	28	186	3	150	29	189	1	151	29	191	1
City of Key Colony B.	1,166	446	989	5	1,171	448	993	15	1,186	454	1,006	20
City of Marathon	-	-	-	-	-	-	-	-	-	-	-	-
City of Key West (p)	12,317	443	24,938	96	12,413	447	25,043	96	12,509	450	25,149	96
COUNTY TOTAL (q)	**46,788**	**8,082**	**78,855**	**721**	**47,509**	**8,225**	**79,920**	**540**	**48,049**	**8,330**	**80,699**	**670**

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: 1990 Census of Population; Certificate of Occupancy Data from Monroe County, Islamorada, Layton, Key Colony Beach and Key West Building Departments, Rate-of-Growth Ordinance guidelines

Permenant Residents

1	27	28	29	30	31	32	33	34	35	36	37	38
PAED	December 31, 1993 Total Housing Units (23 + 26)	December 31, 1993 Total Number of Seasonal Housing Units (12 x 27)	DECEMBER 31, 1993 PERMANENT RESIDENT POPULATION (j) (13 x 27)	Total Number of Dwelling Units Completed 1/1/94 - 12/31/94 Based on # of CO's Issued	December 31, 1994 Total Housing Units (27 + 30)	December 31, 1994 Total Number of Seasonal Housing Units (12 x 31)	DECEMBER 31, 1994 PERMANENT RESIDENT POPULATION (j) (13 x 31)	Total Number of Dwelling Units Completed 1/1/95 - 12/31/95 Based on # of CO's Issued	December 31, 1995 Total Housing Units (31 + 34)	December 31, 1995 Total Number of Seasonal Housing Units (12 x 35)	DECEMBER 31, 1995 PERMANENT RESIDENT POPULATION (j) (13 x 35)	Total Number of Dwelling Units Completed 1/1/96 - 12/31/96 Based on # of CO's Issued
Lower Keys												
1	1,972	44	4,604	7	1,979	44	4,621	3	1,982	44	4,628	13
2	1,395	147	3,207	15	1,410	148	3,241	6	1,416	149	3,255	11
3	956	95	1,965	20	976	97	2,006	16	992	96	2,039	20
4a	3,039	730	4,411	64	3,103	745	4,604	75	3,178	763	4,612	70
4b	41	6	47	1	42	6	48	1	43	6	49	1
5	2,738	449	4,695	41	2,779	455	4,765	37	2,816	461	4,828	47
6	33	0	440	0	33	0	440	0	33	0	440	0
Subtotal	10,174	1,468	19,368	148	10,322	1,495	19,625	138	10,460	1,622	19,852	162
Middle Keys												
7	5,339	796	9,080	21	5,360	799	8,116	29	5,389	803	9,165	18
8	598	205	726	5	603	207	731	5	608	208	737	5
9	695	94	1,135	3	698	94	1,140	5	703	95	1,148	7
10	535	72	685	9	544	73	697	2	546	73	699	1
11	415	177	359	0	415	177	359	0	415	177	359	16
12a	943	322	1,054	12	955	326	1,068	16	971	332	1,086	10
12b	139	41	160	0	139	41	150	2	141	41	152	0
13	1,003	228	1,267	1	1,004	229	1,268	4	1,008	230	1,273	4
Subtotal	9,667	1,936	14,455	51	9,718	1,946	14,528	63	9,781	1,960	14,619	61
Upper Keys												
14	3,229	847	4,804	35	3,264	857	4,866	33	3,297	865	4,905	24
15	1,885	445	2,826	58	1,943	459	2,913	8	1,951	460	2,925	15
16	2,007	801	2,310	11	2,018	805	2,323	7	2,025	808	2,331	6
17	1,782	363	2,807	36	1,818	371	2,863	33	1,851	377	2,915	32
18	2,579	517	4,362	11	2,590	519	4,381	16	2,606	522	4,408	14
19-20 (g)	1,738	402	2,666	8	1,746	404	2,678	10	1,756	407	2,693	13
21	1,658	733	1,562	3	1,661	734	1,565	7	1,668	737	1,572	16
22	37	0	63	0	37	0	63	0	37	0	63	0
Subtotal	14,915	4,109	21,399	162	15,077	4,149	21,641	114	15,191	4,177	21,811	120
UNINC. TOTAL	34,756	7,513	55,222	361	35,117	7,590	55,793	315	35,432	7,659	56,282	343
Village of Islamorada	-	-	-	-	-	-	-	-	-	-	-	-
City of Layton	152	29	192	2	154	30	194	2	156	30	197	1
City of Key Colony B.	1,206	462	1,023	8	1,214	465	1,030	18	1,232	472	1,045	6
City of Marathon	-	-	-	-	-	-	-	-	-	-	-	-
City of Key West (p)	12,605	454	25,255	96	12,701	457	25,360	96	12,797	461	25,466	96
COUNTY TOTAL (q)	48,719	8,458	81,691	467	49,186	8,542	82,378	431	49,617	8,622	82,990	446

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: 1990 Census of Population; Certificate of Occupancy Data from Monroe County, Islamorada, Layton, Key Colony Beach and Key West Building Departments; Rate-of-Growth Ordinance guidelines

Permanent Residents

1	39	40	41	42	43	44	45	46	47	48	49	50
PAED	December 31, 1996 Total Housing Units (35 + 38)	December 31, 1996 Total Number of Seasonal Housing Units (12 x 39)	DECEMBER 31, 1996 PERMANENT RESIDENT POPULATION (j) (13 x 39)	Total Number of Dwelling Units Completed 1/1/97 - 12/31/97 Based on # of CO's Issued	December 31, 1997 Total Housing Units (39 + 42)	December 31, 1997 Total Number of Seasonal Housing Units (12 x 43)	DECEMBER 31, 1997 PERMANENT RESIDENT POPULATION (j) (13 x 43)	Total Number of Dwelling Units Completed 1/1/98 - 12/31/98 Based on # of CO's Issued	December 31, 1998 Total Housing Units (43 + 46)	December 31, 1998 Total Number of Seasonal Housing Units (12 x 47)	DECEMBER 31, 1998 PERMANENT RESIDENT POPULATION (j) (13 x 47)	Total Number of Dwelling Units Completed 1/1/99 - 12/31/99 Based on # of CO's Issued (k)
Lower Keys												
1	1,995	44	4,658	11	2,006	44	4,684	10	2,016	45	4,707	5
2	1,427	150	3,280	7	1,434	151	3,297	7	1,441	151	3,313	3
3	1,012	100	2,080	12	1,024	101	2,105	14	1,038	103	2,133	13
4a	3,248	780	4,714	62	3,310	795	4,804	47	3,357	806	4,872	30
4b	44	7	51	4	48	7	55	1	49	7	56	0
5	2,863	469	4,909	16	2,879	472	4,936	16	2,895	474	4,964	6
6	33	0	440	0	33	0	440	0	33	0	440	0
Subtotal	10,622	1,550	20,132	112	10,734	1,570	20,320	95	10,829	1,567	20,485	57
Middle Keys												
7	5,407	806	9,196	22	5,429	809	9,233	16	5,445	812	9,260	14
8	613	210	743	4	617	211	748	3	620	212	752	3
9	710	96	1,159	6	716	97	1,169	2	718	97	1,173	1
10	547	74	701	4	551	74	706	2	553	74	708	2
11	431	184	372	5	436	186	377	0	436	186	377	0
12a	981	335	1,097	6	987	337	1,104	-	-	-	-	-
12b	141	41	152	1	142	42	153	-	-	-	-	-
13	1,012	230	1,278	1	1,013	231	1,279	-	-	-	-	-
Subtotal	9,842	1,977	14,698	49	9,891	1,987	14,769	23	7,772	1,382	12,270	20
Upper Keys												
14	3,321	871	4,941	45	3,366	883	5,008	-	-	-	-	-
15	1,966	464	2,947	3	1,969	465	2,952	6	1,975	466	2,961	5
16	2,031	811	2,338	3	2,034	812	2,341	4	2,038	813	2,346	3
17	1,883	384	2,966	24	1,907	389	3,004	29	1,936	395	3,049	16
18	2,620	525	4,431	18	2,638	529	4,462	13	2,651	531	4,484	10
19-20 (g)	1,769	410	2,713	9	1,778	412	2,727	7	1,785	413	2,738	9
21	1,684	744	1,587	10	1,694	749	1,596	24	1,718	759	1,619	24
22	37	0	63	1	38	0	64	0	38	0	64	0
Subtotal	15,311	4,209	21,986	113	15,424	4,238	22,154	83	12,141	3,378	17,261	87
UNINC. TOTAL	**35,775**	**7,736**	**56,816**	**274**	**36,049**	**7,795**	**57,243**	**201**	**30,742**	**6,347**	**50,016**	**144**
Village of Islamorada	-	-	-	-	-	-	-	34	5,542	1,497	7,590	30
City of Layton	157	30	198	2	159	31	201	2	161	31	203	2
City of Key Colony B.	1,238	474	1,050	10	1,248	478	1,058	18	1,266	485	1,074	18
City of Marathon	-	-	-	-	-	-	-	-	-	-	-	-
City of Key West (p)	12,893	464	25,572	96	12,989	468	25,677	96	13,085	471	25,783	81
COUNTY TOTAL (q)	**50,063**	**8,704**	**83,635**	**382**	**50,445**	**8,771**	**84,179**	**351**	**50,796**	**8,831**	**84,665**	**275**

SEE FINAL PAGE FOR FOOTNOTES

Data from Monroe County, Islamorada, Layton, Key Colony Beach and Key West Building Departments; Rate-of-Growth Ordinance guidelines

Permanent Residents

1	51	52	53	54	55	56	57	58	59	60	61	62
PAED	December 31, 1999 Total Housing Units (47 + 50)	December 31, 1999 Total Number of Seasonal Housing Units (12 x 61)	DECEMBER 31, 1999 PERMANENT RESIDENT POPULATION (k) (13 x 61)	Total Number of Dwelling Units Built from 4/2/90 to 12/31/99 (14+18+22+26+30+34+38+42+46+50)	Historical Percentage of Regional Total of Dwelling Units Built (54 / Subtotal)	Total Number of Dwelling Units Completed 1/1/00 - 12/31/00 Based on # of Permits Available (l)	December 31, 2000 Total Housing Units (51 + 56)	December 31, 2000 Total Number of Seasonal Housing Units (12 x 57)	DECEMBER 31, 2000 PERMANENT RESIDENT POPULATION (k) (13 x 57)	Total Number of Dwelling Units Completed 1/1/01 - 12/31/01 Based on # of Permits Available (l)	December 31, 2001 Total Housing Units (57 + 60)	December 31, 2001 Total Number of Seasonal Housing Units (12 x 61)
Lower Keys												
1	2,021	45	4,719	77	5.2%	5	2,026	45	4,730	5	2,031	45
2	1,444	152	3,319	92	6.2%	6	1,450	152	3,333	6	1,455	153
3	1,051	104	2,160	182	12.3%	11	1,062	105	2,183	11	1,074	106
4a	3,387	813	4,916	664	44.7%	41	3,428	823	4,975	41	3,469	833
4b	49	7	56	22	1.5%	1	50	7	58	1	52	8
5	2,901	475	4,974	448	30.2%	28	2,929	480	5,022	28	2,957	485
8	33	0	440	0	0.0%	0	33	0	440	0	33	0
Subtotal	**10,886**	**1,597**	**20,584**	**1,485**	**100.0%**	**92**	**10,978**	**1,613**	**20,741**	**92**	**11,070**	**1,629**
Middle Keys												
7	5,459	814	9,284	247	56.5%	-	-	-	-	-	-	-
8	623	213	755	48	11.0%	-	-	-	-	-	-	-
9	719	97	1,174	54	12.4%	-	-	-	-	-	-	-
10	555	75	711	64	14.6%	6	561	75	719	6	567	76
11	438	186	377	24	5.5%	3	439	188	379	3	442	189
12a	-	-	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal	**7,792**	**1,385**	**12,301**	**437**	**100.0%**	**9**	**1,000**	**263**	**1,098**	**9**	**1,009**	**265**
Upper Keys												
14	-	-	-	-	-	-	-	-	-	-	-	-
15	1,980	467	2,968	357	26.3%	15	1,995	471	2,991	15	2,010	474
16	2,041	815	2,349	54	4.0%	2	2,043	815	2,352	2	2,046	816
17	1,952	398	3,075	387	28.5%	18	1,968	401	3,100	16	1,984	405
18	2,881	533	4,501	221	16.3%	9	2,670	535	4,516	9	2,680	537
19-20 (g)	1,794	415	2,751	192	14.1%	8	1,802	417	2,764	8	1,810	419
21	1,742	770	1,642	145	10.7%	8	1,748	773	1,647	6	1,754	775
22	38	0	64	2	0.1%	0	38	0	65	0	38	0
Subtotal	**12,208**	**3,399**	**17,350**	**1,358**	**100.0%**	**57**	**12,265**	**3,413**	**17,435**	**57**	**12,322**	**3,427**
UNINC. TOTAL	**30,886**	**6,381**	**50,236**	**3,280**	**100.0%**	**158**	**24,243**	**5,289**	**39,273**	**158**	**24,401**	**5,321**
Village of Islamorada	5,580	1,507	7,641	668	100.0%	22	5,602	1,513	7,665	22	5,624	1,519
City of Layton	163	31	206	18	100.0%	2	165	32	208	2	167	32
City of Key Colony B.	1,284	492	1,089	132	100.0%	14	1,298	497	1,101	14	1,312	502
City of Marathon	-	-	-	-	-	24	6,831	1,127	11,272	24	6,855	1,130
City of Key West (p)	13,168	474	25,942	945	100.0%	81	13,247	477	26,102	81	13,328	480
COUNTY TOTAL (q)	**51,079**	**8,885**	**85,114**	**5,043**	**100.0%**	**301**	**51,386**	**8,934**	**85,622**	**301**	**51,687**	**8,986**

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: 1990 Census of Population; Certificate of Occupancy Data from Monroe County, Islamorada, Layton, Key Colony Beach and Key West Building Departments; Rate-of-Growth Ordinance guidelines

Permanent Residents

1	63	64	65	66	67	68	69	70	71	72	73
PAED	DECEMBER 31, 2001 PERMANENT RESIDENT POPULATION (k) (13 x 61)	Total Number of Dwelling Units Completed 1/1/02 - 12/31/02 Based on # of Permits Available (l)	December 31, 2002 Total Housing Units (61 + 64)	December 31, 2002 Total Number of Seasonal Housing Units (12 a 65)	DECEMBER 31, 2002 PERMANENT RESIDENT POPULATION (k) (13 x 65)	Total Number of Dwelling Units Completed 1/1/03 - 12/31/03 Based on # of Permits Available (l)	December 31, 2003 Total Housing Units (65 + 66)	December 31, 2003 Total Number of Seasonal Housing Units (12 a 69)	DECEMBER 31, 2003 PERMANENT RESIDENT POPULATION (k) (13 x 69)	% Increase in Population from 12/31/90 to 12/31/91 ((21 - 17) / 17)	% Increase in Population from 12/31/91 to 12/31/92 ((25 - 21) / 21)
Lower Keys											
1	4,741	5	2,035	45	4,752	5	2,040	45	4,763	0.46%	0.36%
2	3,346	6	1,461	153	3,359	6	1,467	154	3,372	1.24%	0.51%
3	2,206	11	1,085	107	2,230	11	1,096	108	2,253	1.78%	2.08%
4a	5,035	41	3,510	843	5,095	41	3,552	853	5,155	3.31%	2.31%
4b	59	1	53	8	61	1	54	8	63	12.50%	5.56%
5	5,069	26	2,984	489	5,117	28	3,012	494	5,165	2.99%	1.91%
6	440	0	33	0	440	0	33	0	440	0.00%	0.00%
Subtotal	20,897	92	11,162	1,646	21,053	92	11,254	1,662	21,210	1.97%	1.37%
Middle Keys											
7	-	-	-	-	-	-	-	-	-	0.55%	0.66%
8	-	-	-	-	-	-	-	-	-	1.03%	0.68%
9	-	-	-	-	-	-	-	-	-	1.19%	0.44%
10	725	6	573	77	734	6	579	78	742	1.57%	1.54%
11	382	3	445	190	385	3	448	191	387	0.00%	0.24%
12a	-	-	-	-	-	-	-	-	-	2.98%	3.56%
12b	-	-	-	-	-	-	-	-	-	6.92%	0.00%
13	-	-	-	-	-	-	-	-	-	1.24%	0.71%
Subtotal	1,108	9	1,018	267	1,119	9	1,027	269	1,129	0.95%	0.88%
Upper Keys											
14	-	-	-	-	-	-	-	-	-	3.00%	1.95%
15	3,013	15	2,025	478	3,036	15	2,040	481	3,058	3.96%	0.94%
16	2,354	2	2,048	817	2,357	2	2,050	818	2,360	0.30%	0.30%
17	3,126	16	2,001	408	3,151	16	2,017	411	3,177	2.79%	2.53%
18	4,532	9	2,689	539	4,548	9	2,698	541	4,564	1.06%	0.64%
19-20 (g)	2,776	8	1,818	421	2,789	8	1,826	423	2,801	3.28%	1.97%
21	1,653	6	1,760	778	1,659	6	1,768	781	1,665	0.86%	0.67%
22	65	0	38	0	65	0	38	0	65	0.00%	0.00%
Subtotal	17,519	57	12,379	3,441	17,804	57	12,436	3,455	17,689	2.25%	1.34%
UNINC. TOTAL	39,525	158	24,559	5,354	39,776	158	24,717	5,387	40,027	1.80%	1.23%
Village of Islamorada	7,695	22	5,646	1,525	7,725	22	5,668	1,531	7,755	-	-
City of Layton	211	2	169	33	213	2	171	33	216	2.04%	0.67%
City of Key Colony B.	1,113	14	1,326	508	1,125	14	1,340	513	1,136	0.43%	1.28%
City of Marathon	11,312	24	6,879	1,134	11,352	24	6,903	1,138	11,391	-	-
City of Key West (p)	26,261	81	13,409	483	26,421	0	13,409	483	26,524	0.42%	0.42%
COUNTY TOTAL (q)	86,117	301	51,988	9,037	86,612	220	52,208	9,085	87,050	1.35%	0.97%

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SOURCE: 1990 Census of Population; Certificate of Occupancy Data from Monroe County, Islamorada, Layton, Key Colony Beach and Key West Building Departments; Rate-of-Growth Ordinance guidelines

1	74	75	76	77	78	79	80	81	82	83	84
PAED	% Increase in Population from 12/31/92 to 12/31/93 [(29 - 25) / 25]	% Increase in Population from 12/31/93 to 12/31/94 [(33 - 29) / 29]	% Increase in Population from 12/31/94 to 12/31/95 [(37 - 33) / 33]	% Increase in Population from 12/31/95 to 12/31/96 [(41 - 37) / 37]	% Increase in Population from 12/31/96 to 12/31/97 [(45 - 41) / 41]	% Increase in Population from 12/31/97 to 12/31/98 [(49 - 45) / 45]	% Increase in Population from 12/31/98 to 12/31/99 (m) [(53 - 49) / 49]	% Increase in Population from 12/31/99 to 12/31/00 [(58 - 53) / 53]	% Increase in Population from 12/31/00 to 12/31/01 [(63 - 58) / 58]	% Increase in Population from 12/31/01 to 12/31/02 [(67 - 63) / 63]	% Increase in Population from 12/31/02 to 12/31/03 [(71 - 67) / 67]
Lower Keys											
1	0.15%	0.35%	0.15%	0.66%	0.55%	0.50%	0.25%	0.24%	0.24%	0.23%	0.23%
2	0.36%	1.08%	0.43%	0.78%	0.49%	0.49%	0.21%	0.39%	0.39%	0.39%	0.39%
3	2.58%	2.09%	1.64%	2.02%	1.19%	1.37%	1.25%	1.07%	1.06%	1.05%	1.04%
4a	2.43%	2.11%	2.42%	2.20%	1.91%	1.42%	0.89%	1.21%	1.20%	1.19%	1.17%
4b	7.89%	2.44%	2.38%	2.33%	9.09%	2.08%	0.00%	2.78%	2.71%	2.63%	2.57%
5	2.78%	1.50%	1.33%	1.67%	0.56%	0.56%	0.21%	0.96%	0.95%	0.94%	0.93%
6	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Subtotal	**1.59%**	**1.32%**	**1.16%**	**1.41%**	**0.94%**	**0.81%**	**0.48%**	**0.76%**	**0.75%**	**0.75%**	**0.74%**
Middle Keys											
7	0.43%	0.39%	0.54%	0.33%	0.41%	0.29%	0.26%	-	-	-	-
8	0.84%	0.84%	0.83%	0.82%	0.65%	0.49%	0.48%	-	-	-	-
9	1.46%	0.43%	0.72%	1.00%	0.85%	0.28%	0.14%	-	-	-	-
10	1.71%	1.68%	0.37%	0.18%	0.73%	0.36%	0.36%	1.08%	1.07%	1.06%	1.05%
11	0.24%	0.00%	0.00%	3.86%	1.16%	0.00%	0.00%	0.69%	0.68%	0.66%	0.67%
12a	1.29%	1.27%	1.68%	1.03%	0.61%	-	-	-	-	-	-
12b	0.00%	0.00%	1.44%	0.00%	0.71%	-	-	-	-	-	-
13	1.31%	0.10%	0.40%	0.40%	0.10%	-	-	-	-	-	-
Subtotal	**0.72%**	**0.50%**	**0.63%**	**0.54%**	**0.48%**	**0.30%**	**0.26%**	**0.92%**	**0.94%**	**0.93%**	**0.92%**
Upper Keys											
14	1.35%	1.08%	1.01%	0.73%	1.36%	-	-	-	-	-	-
15	3.17%	3.08%	0.41%	0.77%	0.15%	0.30%	0.25%	0.76%	0.75%	0.75%	0.74%
16	0.25%	0.55%	0.35%	0.30%	0.15%	0.20%	0.15%	0.11%	0.11%	0.11%	0.11%
17	4.70%	2.02%	1.82%	1.73%	1.27%	1.52%	0.83%	0.63%	0.83%	0.82%	0.81%
18	3.04%	0.43%	0.62%	0.54%	0.69%	0.49%	0.38%	0.35%	0.35%	0.35%	0.34%
19-20 (g)	1.52%	0.46%	0.57%	0.74%	0.51%	0.39%	0.50%	0.45%	0.45%	0.45%	0.44%
21	0.61%	0.18%	0.42%	0.96%	0.59%	1.42%	1.40%	0.35%	0.35%	0.35%	0.35%
22	2.78%	0.00%	0.00%	0.00%	2.70%	0.00%	0.00%	0.22%	0.22%	0.22%	0.22%
Subtotal	**2.21%**	**1.13%**	**0.79%**	**0.80%**	**0.76%**	**0.67%**	**0.52%**	**0.10%**	**0.49%**	**0.48%**	**0.48%**
UNINC. TOTAL	**1.60%**	**1.03%**	**0.88%**	**0.95%**	**0.75%**	**0.64%**	**0.44%**	**0.64%**	**0.64%**	**0.64%**	**0.63%**
Village of Islamorada	-	-	-	-	-	0.61%	0.67%	0.31%	0.39%	0.39%	0.39%
City of Layton	0.66%	1.32%	1.30%	0.64%	1.27%	1.26%	1.24%	1.23%	1.21%	1.20%	1.16%
City of Key Colony B.	1.69%	0.66%	1.48%	0.49%	0.81%	1.44%	1.42%	1.09%	1.08%	1.07%	1.06%
City of Marathon	-	-	-	-	-	-	-	0.44%	0.44%	0.44%	0.44%
City of Key West (p)	0.42%	0.42%	0.42%	0.41%	0.41%	0.41%	0.62%	0.61%	0.61%	0.61%	0.39%
COUNTY TOTAL (q)	**1.23%**	**0.84%**	**0.74%**	**0.78%**	**0.65%**	**0.58%**	**0.53%**	**0.60%**	**0.58%**	**0.57%**	**0.51%**

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SOURCE: 1990 Census of Population; Certificate of Occupancy Data from Monroe County, Islamorada, Layton, Key Colony Beach and Key West Building Departments; Rate-of-Growth Ordinance guidelines

Permanent Residents

1	85	86	87	88	89	90	91	92	93	94
PAED	Mean Averxge Percent Increase from 12/31/90 to 12/31/03 [(72+73+74+75+76+77+ 78+79+80+81+82+83 84) / 8 of Observations]	DECEMBER 31, 2004 PERMANENT RESIDENT POPULATION (n) [71 + [71 x 85]]	DECEMBER 31, 2005 PERMANENT RESIDENT POPULATION (o) [86+[86x(85-0 10%)]	DECEMBER 31, 2006 PERMANENT RESIDENT POPULATION (o) [87+[87x(85-0.20%)]	DECEMBER 31, 2007 PERMANENT RESIDENT POPULATION (o) [88+[88x(85-0 30%)]	DECEMBER 31, 2008 PERMANENT RESIDENT POPULATION (o) [89+[89x(85-0 40%)]	DECEMBER 31, 2009 PERMANENT RESIDENT POPULATION (o) [90+(90x(85-0 50%)]	DECEMBER 31, 2010 PERMANENT RESIDENT POPULATION (o) [91+(91x(85-0 60%)]	DECEMBER 31, 2011 PERMANENT RESIDENT POPULATION (o) [92+[92x(85-0 70%)]	DECEMBER 31, 2012 PERMANENT RESIDENT POPULATION (o) [93+(93x(85-0.80%)]
Lower Keys										
1	0.34%	4,779	4,791	4,797	4,799	4,796	4,788	4,775	4,758	4,738
2	0.55%	3,390	3,406	3,418	3,426	3,431	3,433	3,431	3,426	3,417
3	1.56%	2,288	2,321	2,353	2,382	2,410	2,435	2,458	2,479	2,498
4a	1.83%	5,249	5,339	5,426	5,509	5,588	5,662	5,732	5,797	5,856
4b	4.23%	65	68	71	73	76	79	82	86	88
5	1.33%	5,233	5,297	5,357	5,412	5,463	5,508	5,548	5,583	5,613
6	0.00%	440	440	439	437	436	433	431	428	424
Subtotal	**1.08%**	**21,445**	**21,662**	**21,860**	**22,040**	**22,199**	**22,339**	**22,458**	**22,555**	**22,632**
Middle Keys										
7	-	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-	-
9	-	-	-	-	-	-	-	-	-	-
10	0.98%	749	756	762	767	771	775	778	780	781
11	0.63%	390	392	393	395	396	396	396	396	395
12a	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-
Subtotal	**0.69%**	**1,139**	**1,147**	**1,155**	**1,161**	**1,167**	**1,171**	**1,174**	**1,176**	**1,177**
Upper Keys										
14	-	-	-	-	-	-	-	-	-	-
15	1.23%	3,096	3,131	3,163	3,193	3,219	3,243	3,264	3,281	3,295
16	0.23%	2,365	2,368	2,369	2,367	2,363	2,357	2,348	2,337	2,323
17	1.73%	3,232	3,285	3,335	3,382	3,427	3,470	3,509	3,545	3,578
18	0.71%	4,596	4,624	4,648	4,667	4,682	4,692	4,697	4,697	4,693
19-20 (g)	0.90%	2,826	2,849	2,869	2,886	2,900	2,912	2,921	2,927	2,930
21	0.65%	1,675	1,686	1,692	1,698	1,703	1,705	1,706	1,705	1,703
22	0.49%	65	66	66	66	66	66	66	66	65
Subtotal	**0.92%**	**17,858**	**18,007**	**18,142**	**18,260**	**18,361**	**18,444**	**18,510**	**18,558**	**18,588**
UNINC. TOTAL	**0.91%**	**40,439**	**40,816**	**41,157**	**41,461**	**41,726**	**41,954**	**42,142**	**42,290**	**42,397**
Village of Islamorada	0.96%	7,830	7,897	7,957	8,010	8,055	8,092	8,121	8,142	8,155
City of Layton	1.17%	218	221	223	225	226	228	229	230	231
City of Key Colony B.	1.08%	1,149	1,160	1,170	1,179	1,187	1,194	1,200	1,204	1,207
City of Marathon	0.44%	11,441	11,480	11,508	11,524	11,529	11,522	11,503	11,473	11,432
City of Key West (p)	0.48%	26,628	26,731	26,793	26,855	26,917	26,979	27,041	27,103	27,165
COUNTY TOTAL (q)	**0.76%**	**87,705**	**88,305**	**88,808**	**89,253**	**89,640**	**89,968**	**90,236**	**90,442**	**90,588**

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: 1990 Census of Population; Certificate of Occupancy Data from Monroe County, Islamorada, Layton, Key Colony Beach and Key West Building Departments; Rate-of-Growth Ordinance guidelines

1	95	96	97
PAEO	DECEMBER 31, 2013 PERMANENT RESIDENT POPULATION (o) [94+[94x(65-0.90%)]]	DECEMBER 31, 2014 PERMANENT RESIDENT POPULATION (o) [95+[95x(65-1.0%)]]	DECEMBER 31, 2015 PERMANENT RESIDENT POPULATION (o) [96+[96x(65-1.1%)]]
Lower Keys			
1	4,709	4,678	4,642
2	3,405	3,390	3,371
3	2,514	2,528	2,540
4a	5,911	5,960	6,003
4b	91	94	96
5	5,637	5,655	5,668
6	421	416	412
Subtotal	22,687	22,721	22,733
Middle Keys			
7	-	-	-
8	-	-	-
9	-	-	-
10	782	782	781
11	394	393	391
12a	-	-	-
12b	-	-	-
13	-	-	-
Subtotal	1,176	1,175	1,172
Upper Keys			
14	-	-	-
15	3,306	3,314	3,318
16	2,308	2,290	2,270
17	3,608	3,634	3,657
18	4,685	4,671	4,653
19-20 (g)	2,930	2,927	2,921
21	1,699	1,693	1,685
22	65	65	64
Subtotal	18,600	18,594	18,569
UNINC. TOTAL	**42,464**	**42,489**	**42,474**
Village of Islamorada	8,160	8,157	8,145
City of Layton	232	232	232
City of Key Colony B.	1,210	1,211	1,210
City of Marathon	11,379	11,316	11,241
City of Key West (p)	27,227	27,289	27,351
COUNTY TOTAL (q)	**90,671**	**90,693**	**90,654**

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: 1990 Census of Population; Certificate of Occupancy Data from Monroe County, Islamorada, Layton, Key Colony Beach and Key West Building Departments; Rate-of-Growth Ordinance guidelines

Appendix 5

Summary Table of Peak Number of Seasonal Residents and Visitors by PAED from 1990 to 2015

Peak Seasonal Population

1	2	3	4	5	6	7	8	9	10	11
PAED	1990 Census Tract (a)	1990 Census Block Groups	Peak Number of Persons Staying in Seasonal Dwelling Units During 1990	Peak Number of Persons Staying in Hotel and Motel Rooms During 1990	1990 Peak Number of Persons Staying in RVs or Campsites	1990 Peak Number of Persons Staying with Friends and Relatives (sh)	1990 Peak Number of People on Liveaboard Vessels	TOTAL 1990 PEAK SEASONAL POPULATION (4+5+6+7+8)	Peak Number of Persons Staying in Seasonal Dwelling Units During 1991	Peak Number of People Staying in Hotel and Motel Rooms During 1991
Lower Keys										
1	9718 & 9719 pt.	N/A	115	0	600	111	448	1,273	116	0
2	9717	N/A	383	86	495	149	145	1,257	388	83
3	9716	N/A	237	134	1,089	226	0	1,686	241	131
4a	9715	N/A	1,800	259	276	362	32	2,730	1,860	253
4b	9714 pt.	BG 4 (a)	13	0	0	2	0	15	14	0
5	9714 pt.	BG 1,2,3,4,5 (a)	1,111	134	1,268	390	193	3,096	1,144	131
6	9714 pt. & 9713 pt.	9714 BG 1 (b)	0	0	1,630	253	0	1,883	0	0
Subtotal	-	-	**3,659**	**613**	**5,358**	**1,493**	**818**	**11,940**	**3,763**	**598**
Middle Keys										
7	9713, 9712, & 9711	N/A	2,091	1,686	1,683	846	425	6,730	2,102	1,644
8	9710 pt.	BG 3 (c)	533	865	180	245	229	2,051	539	844
9	9710 pt.	BG 2 (d)	244	127	608	152	0	1,130	246	124
10	9710 pt.	BG 2 (d)	183	110	0	45	0	338	186	107
11	9710 pt.	BG 1(e)	471	68	1,147	261	0	1,948	471	67
12a	9709 pt.	BG 5	796	247	6	162	0	1,211	820	241
12b	9709 pt.	BG 1,2 (f)	101	721	0	127	0	950	108	703
13	9709 pt.	BG 1,2,3,4 (f)	590	1,833	235	412	13	3,083	598	1,883
Subtotal	-	-	**5,009**	**5,656**	**3,858**	**2,251**	**666**	**17,441**	**5,070**	**5,613**
Upper Keys										
14	9708	N/A	2,126	242	174	394	0	2,936	2,189	236
15	9707	N/A	1,097	244	0	208	35	1,585	1,140	238
16	9706	N/A	2,121	718	1,072	606	3	4,520	2,127	701
17	9705	N/A	879	1,197	0	322	116	2,514	903	1,168
18	9704	N/A	1,317	364	1,912	557	0	4,150	1,331	355
19-20 (g)	9703	N/A	1,005	66	757	283	13	2,125	1,038	64
21	9702.98 pt.	BG 1,2,3 (h)	1,916	347	119	369	193	2,944	1,932	338
22	9701 pt. & 9702.98 pt.	BG 1 (h)	0	0	0	0	103	103	0	0
Subtotal	-	-	**10,460**	**3,179**	**4,034**	**2,739**	**464**	**20,876**	**10,661**	**3,101**
TOTAL	-	-	**19,128**	**9,448**	**13,250**	**6,483**	**1,948**	**50,258**	**19,494**	**9,312**
Village of Islamorada	9709	N/A	-	-	-	-	-	-	-	-
City of Layton	9710	BG 1	76	59	0	21	0	155	77	57
City of Key Colony B.	9710	BG 3	1,192	98	0	200	0	1,489	1,197	95
City of Marathon	9710-9713	N/A	-	-	-	-	-	-	-	-
City of Key West (p)	9719-9726	N/A	2,139	13,188	293	2,421	551	18,591	2,153	12,864
COUNTY TOTAL (q)	-	-	**22,535**	**22,793**	**13,543**	**9,125**	**2,498**	**70,493**	**22,922**	**22,328**

Prepared by the Monroe County Planning Department

Peak Seasonal Population

1	12	13	14	15	16	17	18	19	20	21	22
PAED	1991 Peak Number of Persons Staying in RVs or Campsites	1991 Peak Number of Persons Staying with Friends and Relatives (eh)	1991 Peak Number of People on Liveaboard Vessels	TOTAL 1991 PEAK SEASONAL POPULATION (10 + 11 + 12 + 13 + 14	Peak Number of Persons Staying in Seasonal Dwelling Units During 1992	Peak Number of People Staying in Hotel and Motel Rooms During 1992	1992 Peak Number of Persons Staying in RVs or Campsites	1992 Peak Number of Persons Staying with Friends and Relatives (eh)	1992 Peak Number of People on Liveaboard Vessels	TOTAL 1992 PEAK SEASONAL POPULATION (16 + 17 + 18 + 19 + 2	Peak Number of Persons Staying in Seasonal Dwelling Units During 1993
Lower Keys											
1	600	111	448	1,274	116	0	600	111	448	1,275	116
2	495	150	145	1,261	390	80	495	150	145	1,260	391
3	1,089	226	0	1,688	246	126	1,089	227	0	1,688	253
4a	276	370	32	2,791	1,903	244	276	376	32	2,830	1,949
4b	0	2	0	16	15	0	0	2	0	17	16
5	1,268	394	193	3,131	1,166	126	1,268	397	194	3,151	1,198
6	1,630	253	0	1,883	0	0	1,630	253	0	1,883	0
Subtotal	**5,358**	**1,506**	**819**	**12,044**	**3,836**	**577**	**5,358**	**1,514**	**819**	**12,105**	**3,923**
Middle Keys											
7	1,683	842	425	6,696	2,116	1,586	1,683	835	426	6,645	2,125
8	180	242	229	2,033	542	814	180	238	229	2,003	547
9	608	152	0	1,130	248	120	608	151	0	1,128	251
10	0	45	0	339	189	103	0	45	0	338	192
11	1,147	261	0	1,946	472	64	1,147	261	0	1,944	473
12a	6	165	0	1,231	849	232	6	168	0	1,255	860
12b	0	126	0	937	108	678	0	122	0	909	108
13	235	421	13	3,149	602	1,816	235	411	13	3,077	610
Subtotal	**3,858**	**2,254**	**667**	**17,461**	**5,126**	**5,413**	**3,858**	**2,232**	**668**	**17,297**	**5,167**
Upper Keys											
14	174	403	0	3,002	2,232	228	174	408	0	3,042	2,262
15	0	214	35	1,628	1,151	230	0	214	35	1,631	1,188
16	1,072	604	3	4,507	2,133	676	1,072	602	3	4,486	2,139
17	0	321	116	2,508	926	1,126	0	318	116	2,487	970
18	1,912	558	0	4,156	1,339	343	1,912	557	0	4,151	1,380
19-20 (g)	757	288	13	2,161	1,059	191	757	311	13	2,330	1,075
21	119	370	193	2,953	1,945	326	119	371	194	2,955	1,957
22	0	0	103	103	0	0	0	0	103	103	0
Subtotal	**4,034**	**2,758**	**464**	**21,019**	**10,786**	**3,119**	**4,034**	**2,781**	**465**	**21,185**	**10,970**
TOTAL	**13,250**	**6,519**	**1,950**	**50,524**	**19,748**	**9,110**	**13,250**	**6,527**	**1,952**	**50,586**	**20,060**
Village of Islamorada	-	-	-	-	-	-	-	-	-	-	-
City of Layton	0	21	0	155	78	55	0	21	0	154	78
City of Key Colony B.	0	200	0	1,493	1,212	92	0	202	0	1,506	1,233
City of Marathon	-	-	-	-	-	-	-	-	-	-	-
City of Key West (p)	293	2,373	551	18,233	2,167	12,407	293	2,304	552	17,723	2,181
COUNTY TOTAL (q)	**13,543**	**9,113**	**2,501**	**70,406**	**23,205**	**21,663**	**13,543**	**9,054**	**2,503**	**69,969**	**23,553**

Prepared by the Monroe County Planning Department

1	23	24	25	26	27	28	29	30	31	32	33
PAED	Peak Number of People Staying in Hotel and Motel Rooms During 1993	1993 Peak Number of Persons Staying in RVs or Campsites	1993 Peak Number of Persons Staying with Friends and Relatives (sh)	1993 Peak Number of People on Liveaboard Vessels	TOTAL 1993 PEAK SEASONAL POPULATION (22 + 23 + 24 + 25 + 26	Peak Number of Persons Staying in Seasonal Dwelling Units During 1994	Peak Number of People Staying in Hotel and Motel Rooms During 1994	1994 Peak Number of Persons Staying in RVs or Campsites	1994 Peak Number of Persons Staying with Friends and Relatives (sh)	1994 Peak Number of People on Liveaboard Vessels	TOTAL 1994 PEAK SEASONAL POPULATION (28 + 29 + 30 + 31 + 32
Lower Keys											
1	0	600	111	449	1,276	117	0	600	111	449	1,277
2	87	495	151	145	1,269	395	83	495	151	145	1,269
3	137	1,089	229	0	1,708	258	130	1,089	229	0	1,705
4a	264	276	386	32	2,908	1,990	250	276	390	32	2,939
4b	0	0	3	0	19	17	0	0	3	0	19
5	137	1,268	404	194	3,201	1,216	130	1,268	405	194	3,213
6	0	1,630	253	0	1,883	0	0	1,630	253	0	1,883
Subtotal	**626**	**5,358**	**1,536**	**820**	**12,264**	**3,993**	**592**	**5,358**	**1,541**	**821**	**12,305**
Middle Keys											
7	1,722	1,683	857	426	6,813	2,134	1,628	1,683	844	427	6,714
8	883	180	250	229	2,089	552	835	180	243	230	2,038
9	130	608	153	0	1,142	252	123	608	152	0	1,135
10	112	0	47	0	351	195	106	0	47	0	348
11	100	1,147	267	0	1,986	473	94	1,147	266	0	1,980
12a	252	6	173	0	1,291	871	238	6	173	0	1,287
12b	736	0	131	0	975	108	696	0	125	0	929
13	1,971	235	436	13	3,265	611	1,863	235	420	13	3,142
Subtotal	**5,906**	**3,858**	**2,314**	**668**	**17,913**	**5,196**	**5,583**	**3,858**	**2,269**	**669**	**17,574**
Upper Keys											
14	247	174	416	0	3,099	2,287	234	174	418	0	3,112
15	250	0	223	36	1,696	1,224	236	0	226	36	1,722
16	734	1,072	611	3	4,559	2,150	693	1,072	607	3	4,526
17	1,223	0	340	116	2,649	989	1,156	0	333	116	2,594
18	664	1,912	613	0	4,569	1,386	627	1,912	608	0	4,534
19-20 (g)	207	757	316	13	2,368	1,080	196	757	315	13	2,360
21	354	119	377	194	3,001	1,961	335	119	374	194	2,982
22	0	0	0	103	103	0	0	0	0	103	103
Subtotal	**3,678**	**4,034**	**2,896**	**465**	**22,043**	**11,077**	**3,477**	**4,034**	**2,881**	**465**	**21,935**
TOTAL	**10,210**	**13,250**	**6,746**	**1,954**	**52,220**	**20,265**	**9,652**	**13,250**	**6,691**	**1,956**	**51,814**
Village of Islamorada	-	-	-	-	-	-	-	-	-	-	-
City of Layton	60	0	21	0	160	79	57	0	21	0	157
City of Key Colony B.	100	0	207	0	1,539	1,241	94	0	207	0	1,542
City of Marathon	-	-	-	-	-	-	-	-	-	-	-
City of Key West (p)	13,468	293	2,471	552	18,965	2,195	12,731	293	2,359	553	18,131
COUNTY TOTAL (q)	**23,838**	**13,543**	**9,445**	**2,506**	**72,884**	**23,781**	**22,534**	**13,543**	**9,278**	**2,508**	**71,644**

Prepared by the Monroe County Planning Department

Peak Seasonal Population

1	34	35	36	37	38	39	40	41	42	43
PAED	Peak Number of Persons Staying in Seasonal Dwelling Units During 1995	Peak Number of People Staying in Hotel and Motel Rooms During 1995	1995 Peak Number of Persons Staying in RVs or Campsites	1995 Peak Number of Persons Staying with Friends and Relatives (ah)	1995 Peak Number of People on Liveaboard Vessels	TOTAL 1995 PEAK SEASONAL POPULATION (34 + 35 + 36 + 37 + 38	Peak Number of Persons Staying in Seasonal Dwelling Units During 1996	Peak Number of People Staying in Hotel and Motel Rooms During 1996	1996 Peak Number of Persons Staying in RVs or Campsites	1996 Peak Number of Persons Staying with Friends and Relatives (ah)
Lower Keys										
1	117	0	600	111	450	1,278	118	0	600	111
2	397	81	495	151	146	1,269	400	83	495	152
3	262	127	1,089	229	0	1,706	267	130	1,089	230
4a	2,038	244	276	397	32	2,987	2,083	251	276	405
4b	17	0	0	3	0	20	17	0	0	3
5	1,232	127	1,268	407	194	3,228	1,253	130	1,268	411
6	0	0	1,630	253	0	1,883	0	0	1,630	253
Subtotal	**4,063**	**578**	**5,358**	**1,550**	**822**	**12,371**	**4,138**	**594**	**5,358**	**1,564**
Middle Keys										
7	2,145	1,588	1,683	839	427	6,682	2,152	1,633	1,683	848
8	556	815	180	240	230	2,021	561	838	180	245
9	254	120	608	152	0	1,134	257	123	608	153
10	196	104	0	46	0	346	196	107	0	47
11	473	92	1,147	265	0	1,978	492	95	1,147	269
12a	885	232	6	174	0	1,298	895	239	6	177
12b	110	679	0	122	0	911	110	698	0	125
13	613	1,818	235	413	13	3,092	615	1,870	235	422
Subtotal	**5,233**	**5,447**	**3,858**	**2,253**	**670**	**17,461**	**5,277**	**5,602**	**3,858**	**2,284**
Upper Keys										
14	2,310	228	174	420	0	3,132	2,327	234	174	424
15	1,229	230	0	226	36	1,721	1,239	237	0	229
16	2,158	677	1,072	606	3	4,515	2,164	696	1,072	609
17	1,007	1,128	0	331	116	2,582	1,025	1,160	0	339
18	1,394	612	1,912	607	0	4,528	1,402	630	1,912	611
19-20 (g)	1,086	191	757	315	13	2,362	1,094	196	757	317
21	1,969	327	119	374	194	2,983	1,988	336	119	379
22	0	0	0	0	104	104	0	0	0	0
Subtotal	**11,154**	**3,392**	**4,034**	**2,880**	**466**	**21,926**	**11,238**	**3,489**	**4,034**	**2,908**
TOTAL	**20,450**	**9,417**	**13,250**	**6,683**	**1,958**	**51,758**	**20,654**	**9,685**	**13,250**	**6,756**
Village of Islamorada	-	-	-	-	-	-	-	-	-	-
City of Layton	80	55	0	21	0	157	81	57	0	21
City of Key Colony B.	1,259	92	0	209	0	1,561	1,265	95	0	211
City of Marathon	-	-	-	-	-	-	-	-	-	-
City of Key West (p)	2,210	12,422	293	2,313	553	17,790	2,224	12,775	293	2,370
COUNTY TOTAL (q)	**23,999**	**21,986**	**13,543**	**9,227**	**2,511**	**71,266**	**24,224**	**22,612**	**13,543**	**9,359**

Prepared by the Monroe County Planning Department

1	44	45	46	47	48	49	50	51	52	53	54
PAED	1996 Peak Number of People on Liveaboard Vessels	TOTAL 1996 PEAK SEASONAL POPULATION (40 + 41 + 42 + 43 + 44	Peak Number of Persons Staying in Seasonal Dwelling Units During 1997	Peak Number of People Staying in Hotel and Motel Rooms During 1997	1997 Peak Number of Persons Staying in RVs or Campsites	1997 Peak Number of Persons Staying with Friends and Relatives (eh)	1997 Peak Number of People on Liveaboard Vessels	TOTAL 1997 PEAK SEASONAL POPULATION (46 + 47 + 48 + 49 + 50	Peak Number of Persons Staying in Seasonal Dwelling Units During 1996	Peak Number of People Staying in Hotel and Motel Rooms During 1996	1996 Peak Number of Persons Staying in RVs or Campsites
Lower Keys											
1	450	1,279	118	0	600	111	451	1,280	119	0	600
2	146	1,275	402	83	495	152	146	1,277	404	78	495
3	0	1,717	271	130	1,089	231	0	1,720	274	122	1,089
4a	32	3,047	2,123	251	276	411	32	3,093	2,153	236	276
4b	0	20	19	0	0	3	0	22	19	0	0
5	194	3,257	1,260	130	1,268	412	195	3,265	1,267	122	1,268
6	0	1,883	0	0	1,630	253	0	1,883	0	0	1,630
Subtotal	**823**	**12,477**	**4,193**	**594**	**5,358**	**1,572**	**824**	**12,541**	**4,236**	**558**	**5,358**
Middle Keys											
7	428	6,743	2,161	1,633	1,683	849	428	6,754	2,167	1,535	1,683
8	230	2,053	564	838	180	245	230	2,057	567	788	180
9	0	1,141	259	123	608	153	0	1,143	259	116	608
10	0	350	198	154	0	54	0	406	198	414	0
11	0	2,002	497	95	1,147	270	0	2,008	497	89	1,147
12a	0	1,316	900	239	6	177	0	1,322	-	-	-
12b	0	934	111	698	0	125	0	934	-	-	-
13	13	3,155	616	1,870	235	422	13	3,155	-	-	-
Subtotal	**670**	**17,692**	**5,306**	**5,650**	**3,858**	**2,296**	**671**	**17,781**	**3,690**	**2,941**	**3,617**
Upper Keys											
14	0	3,159	2,356	234	174	429	0	3,196	-	-	-
15	36	1,740	1,241	237	0	229	36	1,742	1,244	222	0
16	3	4,545	2,167	696	1,072	610	3	4,549	2,172	654	1,072
17	117	2,640	1,038	1,160	0	341	117	2,655	1,054	1,090	0
18	0	4,555	1,412	630	1,912	613	0	4,566	1,419	592	1,912
19-20 (g)	13	2,378	1,099	196	757	318	13	2,384	1,104	185	757
21	194	3,018	2,000	336	119	380	195	3,029	2,028	316	119
22	104	104	0	0	0	0	104	104	0	0	0
Subtotal	**466**	**22,136**	**11,315**	**3,489**	**4,034**	**2,920**	**467**	**22,225**	**9,020**	**3,059**	**3,860**
TOTAL	**1,960**	**52,305**	**20,813**	**9,733**	**13,250**	**6,788**	**1,962**	**52,546**	**16,946**	**6,559**	**12,835**
Village of Islamorada	-	-	-	-	-	-	-	-	3,998	2,859	415
City of Layton	0	159	82	57	0	22	0	160	83	53	0
City of Key Colony B.	0	1,571	1,276	95	0	212	0	1,583	1,294	89	0
City of Marathon	-	-	-	-	-	-	-	-	-	-	-
City of Key West (p)	554	18,216	2,238	12,775	293	2,372	554	18,233	2,252	12,009	293
COUNTY TOTAL (q)	**2,513**	**72,251**	**24,409**	**22,659**	**13,543**	**9,395**	**2,516**	**72,521**	**24,572**	**21,570**	**13,543**

Prepared by the Monroe County Planning Department

Peak Seasonal Population

1	55	56	57	58	59	60	61	62	63	64
PAED	1998 Peak Number of Persons Staying with Friends and Relatives (sh)	1998 Peak Number of People on Liveaboard Vessels	TOTAL 1998 PEAK SEASONAL POPULATION (52 + 53 + 54 + 55 + 56)	Peak Number of Persons Staying in Seasonal Dwelling Units During 1999	Peak Number of People Staying in Hotel and Motel Rooms During 1999	1999 Peak Number of Persons Staying in RVs or Campsites	1999 Peak Number of Persons Staying with Friends and Relatives (sh)	1999 Peak Number of People on Liveaboard Vessels	TOTAL 1999 PEAK SEASONAL POPULATION (58 + 59 + 60 + 61 + 62)	Peak Number of Persons Staying in Seasonal Dwelling Units During 2000
Lower Keys										
1	111	451	1,281	119	0	600	111	452	1,282	120
2	151	146	1,274	405	78	495	152	146	1,276	407
3	230	0	1,716	278	123	1,089	231	0	1,721	281
4a	413	32	3,110	2,172	238	276	416	32	3,135	2,198
4b	3	0	22	19	0	0	3	0	22	20
5	412	195	3,264	1,269	123	1,268	412	195	3,268	1,282
6	253	0	1,883	0	0	1,630	253	0	1,883	0
Subtotal	**1,574**	**824**	**12,551**	**4,263**	**563**	**5,358**	**1,578**	**825**	**12,587**	**4,307**
Middle Keys										
7	835	428	6,649	2,173	1,730	1,683	866	429	6,881	-
8	238	230	2,003	570	793	180	239	231	2,013	-
9	152	0	1,135	260	117	608	153	0	1,137	-
10	95	0	707	199	444	0	100	0	743	201
11	269	0	2,002	497	90	1,147	269	0	2,002	501
12a	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-
Subtotal	**1,588**	**659**	**12,496**	**3,699**	**3,174**	**3,617**	**1,626**	**659**	**12,775**	**702**
Upper Keys										
14	-	-	-	-	-	-	-	-	-	-
15	227	36	1,730	1,248	224	0	228	36	1,736	1,257
16	604	3	4,505	2,175	659	1,072	605	3	4,515	2,177
17	332	117	2,593	1,062	1,098	0	335	117	2,612	1,071
18	608	0	4,531	1,424	596	1,912	610	0	4,542	1,429
19-20 (g)	317	13	2,376	1,109	186	757	318	13	2,384	1,114
21	382	195	3,039	2,056	318	119	386	195	3,075	2,083
22	0	104	104	0	0	0	0	104	104	0
Subtotal	**2,471**	**467**	**18,877**	**9,074**	**3,082**	**3,860**	**2,483**	**468**	**18,987**	**9,112**
TOTAL	**5,633**	**1,951**	**43,924**	**17,036**	**6,818**	**12,835**	**5,687**	**1,952**	**44,329**	**14,121**
Village of Islamorada	1,127	13	8,411	4,025	2,880	415	1,135	13	8,467	4,041
City of Layton	21	0	158	84	54	0	21	0	159	85
City of Key Colony B.	214	0	1,597	1,312	90	0	217	0	1,619	1,327
City of Marathon	-	-	-	-	-	-	-	-	-	3,008
City of Key West (p)	2,256	555	17,365	2,266	12,097	293	2,272	556	17,483	2,280
COUNTY TOTAL (q)	**9,251**	**2,518**	**71,454**	**24,723**	**21,939**	**13,543**	**9,332**	**2,521**	**72,058**	**24,860**

Prepared by the Monroe County Planning Department

Peak Seasonal Population

1	65	66	67	68	69	70	71	72	73	74	75
PAED	Peak Number of People Staying in Hotel and Motel Rooms During 2000	2000 Peak Number of Persons Staying in RVs or Campsites	2000 Peak Number of Persons Staying with Friends and Relatives (ah)	2000 Peak Number of People on Liveaboard Vessels	TOTAL 2000 PEAK SEASONAL POPULATION (64 + 65 + 66 + 67 + 68)	Peak Number of Persons Staying in Seasonal Dwelling Units During 2001	Peak Number of People Staying in Hotel and Motel Rooms During 2001	2001 Peak Number of Persons Staying in RVs or Campsites	2001 Peak Number of Persons Staying with Friends and Relatives (ah)	2001 Peak Number of People on Liveaboard Vessels	TOTAL 2001 PEAK SEASONAL POPULATION (70 + 71 + 72 + 73 + 74)
Lower Keys											
1	0	600	111	452	1,283	120	0	600	112	452	1,284
2	82	495	152	146	1,282	408	82	495	153	146	1,284
3	129	1,089	232	0	1,731	284	129	1,089	233	0	1,734
4a	249	276	422	33	3,178	2,225	249	276	426	33	3,209
4b	0	0	3	0	23	20	0	0	3	0	24
5	129	1,268	415	195	3,289	1,294	129	1,268	417	195	3,304
8	0	1,630	253	0	1,883	0	0	1,630	253	0	1,883
Subtotal	**589**	**5,358**	**1,589**	**826**	**12,669**	**4,351**	**589**	**5,358**	**1,596**	**827**	**12,721**
Middle Keys											
7	-	-	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-	-	-
9	-	-	-	0	-	-	-	-	-	0	-
10	521	0	112	0	835	203	578	0	121	0	902
11	94	1,147	270	0	2,011	504	94	1,147	270	0	2,015
12a	-	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-	-
Subtotal	**615**	**1,147**	**382**	**0**	**2,846**	**708**	**672**	**1,147**	**392**	**0**	**2,917**
Upper Keys											
14	-	-	-	-	-	-	-	-	-	-	-
15	235	0	231	36	1,759	1,266	235	0	233	36	1,770
16	690	1,072	611	3	4,554	2,180	690	1,072	611	3	4,556
17	1,151	0	344	117	2,683	1,080	1,151	0	346	117	2,694
18	625	1,912	615	0	4,580	1,434	625	1,912	615	0	4,586
19-20 (g)	195	757	320	13	2,400	1,119	195	757	321	13	2,405
21	333	119	390	195	3,101	2,071	333	119	391	195	3,109
22	0	0	0	104	104	0	0	0	0	104	104
Subtotal	**3,229**	**3,860**	**2,511**	**468**	**19,180**	**9,150**	**3,229**	**3,860**	**2,517**	**469**	**19,224**
TOTAL	**4,433**	**10,365**	**4,482**	**1,294**	**34,696**	**14,208**	**4,490**	**10,365**	**4,505**	**1,296**	**34,863**
Village of Islamorada	3,017	415	1,158	13	8,644	4,057	3,017	415	1,161	13	8,662
City of Layton	56	0	22	0	163	86	56	0	22	0	165
City of Key Colony B.	94	0	220	0	1,641	1,341	94	0	222	0	1,657
City of Marathon	2,766	2,471	1,278	659	10,182	3,018	2,766	2,471	1,280	660	10,195
City of Key West (p)	12,673	293	2,363	556	18,165	2,293	12,673	293	2,365	557	18,182
COUNTY TOTAL (q)	**23,040**	**13,544**	**9,524**	**2,522**	**73,491**	**25,003**	**23,096**	**13,544**	**9,555**	**2,525**	**73,723**

Prepared by the Monroe County Planning Department

Peak Seasonal Population

1	76	77	78	79	80	81	82	83	84	85
PAEO	Peak Number of Persons Staying in Seasonal Dwelling Units During 2002	Peak Number of People Staying in Hotel and Motel Rooms During 2002	2002 Peak Number of Persons Staying in RVs or Campsites	2002 Peak Number of Persons Staying with Friends and Relatives (eh)	2002 Peak Number of People on Liveaboard Vessels	TOTAL 2002 PEAK SEASONAL POPULATION (76 + 77 + 78 + 79 + 80	Peak Number of Persons Staying in Seasonal Dwelling Units During 2003	Peak Number of People Staying in Hotel and Motel Rooms During 2003	2003 Peak Number of Persons Staying in RVs or Campsites	2003 Peak Number of Persons Staying with Friends and Relatives (eh)
Lower Keys										
1	120	0	600	112	453	**1,284**	120	0	600	112
2	410	82	495	153	147	**1,286**	411	82	495	153
3	287	129	1,089	233	0	**1,738**	290	129	1,089	234
4a	2,251	249	276	430	33	**3,239**	2,278	249	276	434
4b	21	0	0	3	0	**24**	22	0	0	3
5	1,306	129	1,268	419	196	**3,318**	1,318	129	1,268	421
6	0	0	1,630	253	0	**1,883**	0	0	1,630	253
Subtotal	**4,395**	**589**	**5,358**	**1,603**	**828**	**12,773**	**4,438**	**589**	**5,358**	**1,610**
Middle Keys										
7	-	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-	-
9	-	-	-	-	0	-	-	-	-	-
10	206	634	0	130	0	**970**	208	634	0	130
11	508	94	1,147	271	0	**2,019**	511	94	1,147	272
12a	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-
Subtotal	**713**	**728**	**1,147**	**401**	**0**	**2,989**	**719**	**728**	**1,147**	**402**
Upper Keys										
14	-	-	-	-	-	-	-	-	-	-
15	1,276	235	0	234	36	**1,781**	1,285	235	0	236
16	2,182	690	1,072	611	3	**4,559**	2,185	742	1,072	620
17	1,089	1,151	0	347	117	**2,704**	1,098	1,151	0	348
18	1,439	625	1,912	616	0	**4,592**	1,444	625	1,912	817
19-20 (g)	1,124	195	757	322	13	**2,411**	1,129	195	757	323
21	2,078	333	119	392	196	**3,118**	2,085	333	119	393
22	0	0	0	0	104	**104**	0	0	0	0
Subtotal	**9,188**	**3,229**	**3,860**	**2,523**	**469**	**19,269**	**9,225**	**3,280**	**3,860**	**2,537**
TOTAL	**14,295**	**4,546**	**10,365**	**4,527**	**1,297**	**35,030**	**14,383**	**4,598**	**10,365**	**4,549**
Village of Islamorada	4,073	3,017	415	1,163	13	**8,680**	4,088	3,017	415	1,166
City of Layton	87	56	0	22	0	**166**	88	56	0	22
City of Key Colony B.	1,355	94	0	225	0	**1,674**	1,370	94	0	227
City of Marathon	3,029	2,766	2,471	1,281	661	**10,208**	3,039	2,766	2,471	1,283
City of Key West (p)	2,307	12,673	293	2,367	557	**18,198**	2,316	12,673	293	2,369
COUNTY TOTAL (q)	**25,146**	**23,153**	**13,544**	**9,586**	**2,527**	**73,956**	**25,284**	**23,204**	**13,544**	**9,615**

Peak Seasonal Population

1	86	87	88	89	90	91	92	93	94	95
PAED	2003 Peak Number of People on Liveaboard Vessels	TOTAL 2003 PEAK SEASONAL POPULATION (82 + 83 + 84 + 85 + 86)	Peak Number of Persons Staying in Seasonal Dwelling Units During 2004	Peak Number of People Staying in Hotel and Motel Rooms During 2004 (aa)	2004 Peak Number of Persons Staying in RVs or Campsites	2004 Peak Number of Persons Staying with Friends and Relatives (ah)	2004 Peak Number of People on Liveaboard Vessels	TOTAL 2004 PEAK SEASONAL POPULATION (88 + 89 + 90 + 91 + 92)	Peak Number of Persons Staying in Seasonal Dwelling Units During 2005 (o)	Peak Number of People Staying in Hotel and Motel Rooms During 2005 (ae)
Lower Keys										
1	453	1,285	121	0	600	112	454	1,286	121	0
2	147	1,288	414	82	495	154	147	1,291	415	82
3	0	1,741	294	129	1,089	234	0	1,746	298	129
4a	33	3,270	2,319	249	276	441	33	3,318	2,359	249
4b	0	25	22	0	0	3	0	26	23	0
5	196	3,332	1,335	129	1,268	424	196	3,352	1,352	129
6	0	1,883	0	0	1,630	253	0	1,883	0	0
Subtotal	**828**	**12,824**	**4,506**	**589**	**5,356**	**1,620**	**829**	**12,903**	**4,570**	**589**
Middle Keys										
7	-	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-	-
9	0	-	-	-	-	-	0	-	-	-
10	0	972	210	634	0	131	0	975	212	634
11	0	2,023	514	94	1,147	272	0	2,027	517	94
12a	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-
Subtotal	**0**	**2,995**	**724**	**3,494**	**1,147**	**403**	**0**	**3,002**	**729**	**3,494**
Upper Keys										
14	-	-	-	-	-	-	-	-	-	-
15	36	1,792	1,301	235	0	238	36	1,810	1,316	235
16	3	4,622	2,190	742	1,072	621	3	4,627	2,192	742
17	117	2,714	1,117	1,151	0	351	118	2,736	1,135	1,151
18	0	4,598	1,454	625	1,912	619	0	4,609	1,463	625
19-20 (g)	13	2,417	1,139	195	757	324	13	2,429	1,149	195
21	196	3,126	2,099	333	119	395	196	3,142	2,110	333
22	104	104	0	0	0	0	104	104	0	0
Subtotal	**470**	**19,372**	**9,299**	**3,280**	**3,860**	**2,548**	**470**	**19,458**	**9,365**	**3,280**
TOTAL	**1,298**	**35,192**	**14,529**	**7,364**	**10,365**	**4,571**	**1,299**	**35,362**	**14,663**	**7,364**
Village of Islamorada	13	8,699	4,106	3,017	415	1,168	13	8,719	4,120	3,017
City of Layton	0	167	89	56	0	23	0	168	90	56
City of Key Colony B.	0	1,690	1,384	94	0	229	0	1,707	1,398	94
City of Marathon	661	10,221	3,048	2,766	2,471	1,284	662	10,231	3,053	2,766
City of Key West (p)	558	18,209	2,325	11,914	293	2,252	558	17,343	2,334	11,914
COUNTY TOTAL (q)	**2,530**	**74,177**	**25,481**	**25,211**	**13,544**	**9,528**	**2,533**	**73,531**	**25,658**	**25,211**

Prepared by the Monroe County Planning Department

Peak Seasonal Population

1	96	97	98	99	100	101	102	103	104	105
PAED	2005 Peak Number of Persons Staying in RVs or Campsites	2005 Peak Number of Persons Staying with Friends and Relatives (ah)	2005 Peak Number of People on Liveaboard Vessels	TOTAL 2005 PEAK SEASONAL PDPULATION (94 + 95 + 96 + 97 + 98)	Peak Number of Persons Staying in Seasonal Dwelling Units During 2006 (o)	Peak Number of People Staying in Hotel and Motel Rooms During 2006 (as)	2006 Peak Number of Persons Staying in RVs or Campsites	2006 Peak Number of Persons Staying with Friends and Relatives (ah)	2006 Peak Number of People on Liveaboard Vessels	TOTAL 2006 PEAK SEASONAL POPULATION (100 + 101 + 102 + 103 + 104
Lower Keys										
1	600	112	454	1,287	121	0	600	112	455	1,287
2	495	154	147	1,293	417	82	495	154	147	1,295
3	1,089	235	0	1,751	302	129	1,089	236	0	1,756
4a	276	447	33	3,364	2,398	249	276	453	33	3,409
4b	0	4	0	27	24	0	0	4	0	28
5	1,268	426	196	3,372	1,367	129	1,268	429	196	3,389
6	1,630	253	0	1,883	0	0	1,630	253	0	1,883
Subtotal	5,358	1,630	630	12,977	4,630	589	5,358	1,639	831	13,048
Middle Keys										
7	-	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-	-
9	-	-	0	-	-	-	-	-	0	-
10	0	131	0	977	213	634	0	131	0	979
11	1,147	272	0	2,030	519	94	1,147	273	0	2,033
12a	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-
Subtotal	1,147	404	0	3,007	733	3,494	1,147	404	0	3,011
Upper Keys										
14	-	-	-	-	-	-	-	-	-	-
15	0	240	36	1,827	1,330	235	0	242	36	1,843
16	1,072	621	3	4,631	2,193	742	1,072	621	3	4,632
17	0	354	118	2,757	1,152	1,151	0	357	118	2,778
18	1,912	620	0	4,620	1,470	625	1,912	621	0	4,628
19-20 (g)	757	326	13	2,439	1,157	195	757	327	13	2,449
21	119	397	196	3,156	2,120	333	119	399	196	3,167
22	0	0	105	105	0	0	0	0	105	105
Subtotal	3,860	2,558	471	19,534	9,422	3,280	3,860	2,567	471	19,600
TOTAL	**10,365**	**4,592**	**1,301**	**35,518**	**14,784**	**7,364**	**10,365**	**4,611**	**1,302**	**35,659**
Village of Islamorada	415	1,170	13	8,735	4,129	3,017	415	1,172	13	8,746
City of Layton	0	23	0	169	91	56	0	23	0	170
City of Key Colony B.	0	231	0	1,723	1,410	94	0	233	0	1,737
City of Marathon	2,471	1,285	663	10,238	3,056	2,766	2,471	1,285	663	10,241
City of Key West (p)	293	2,254	559	17,354	2,339	11,914	293	2,255	559	17,360
COUNTY TOTAL (q)	**13,544**	**9,555**	**2,535**	**73,737**	**25,809**	**25,211**	**13,544**	**9,579**	**2,538**	**73,914**

Prepared by the Monroe County Planning Department

Peak Seasonal Population

1	106	107	108	109	110	111	112	113	114	115
PAEO 4)	Peak Number of Persons Staying in Seasonal Dwelling Units During 2007 (o)	Peak Number of People Staying in Hotel and Motel Rooms During 2007	2007 Peak Number of Persons Staying in RVs or Campsites	2007 Peak Number of Persons Staying with Friends and Relatives (ah)	2007 Peak Number of People on Liveaboard Vessels	TOTAL 2007 PEAK SEASONAL POPULATION (106 + 107 + 108 + 109 + 110)	Peak Number of Persons Staying in Seasonal Dwelling Units During 2008 (o)	Peak Number of People Staying in Hotel and Motel Rooms During 2008	2008 Peak Number of Persons Staying in RVs or Campsites	2008 Peak Number of Persons Staying with Friends and Relatives (ah)
Lower Keys										
1	121	0	600	112	455	1,289	121	0	601	112
2	418	82	495	154	147	1,297	419	82	496	154
3	306	129	1,090	236	0	1,762	310	129	1,091	237
4a	2,434	249	277	459	33	3,452	2,469	249	277	464
4b	25	0	0	4	0	29	26	0	0	4
5	1,381	129	1,270	431	196	3,407	1,394	129	1,271	433
6	0	0	1,632	253	0	1,885	0	0	1,634	253
Subtotal	**4,686**	**590**	**5,363**	**1,649**	**832**	**13,121**	**4,739**	**591**	**5,369**	**1,658**
Middle Keys										
7	-	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-	-
9	-	-	-	-	0	-	-	-	-	-
10	215	635	0	132	0	981	216	635	0	132
11	521	94	1,148	273	0	2,036	522	94	1,149	274
12a	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-
Subtotal	**736**	**729**	**1,148**	**405**	**0**	**3,017**	**738**	**729**	**1,149**	**406**
Upper Keys										
14	-	-	-	-	-	-	-	-	-	-
15	1,342	235	0	244	36	1,857	1,353	235	0	246
16	2,191	743	1,073	621	3	4,632	2,188	743	1,074	621
17	1,169	1,152	0	360	118	2,798	1,184	1,153	0	362
18	1,476	625	1,914	622	0	4,638	1,481	626	1,916	624
19-20 (g)	1,164	195	758	328	13	2,458	1,169	195	759	329
21	2,127	334	119	400	196	3,176	2,133	334	119	401
22	0	0	0	0	105	105	0	0	0	0
Subtotal	**9,469**	**3,284**	**3,864**	**2,576**	**472**	**19,664**	**9,508**	**3,287**	**3,868**	**2,583**
TOTAL	**14,891**	**4,602**	**10,375**	**4,630**	**1,303**	**35,802**	**14,985**	**4,607**	**10,386**	**4,647**
Village of Islamorada	4,134	3,020	415	1,173	13	8,756	4,136	3,023	416	1,174
City of Layton	92	56	0	23	0	171	93	56	0	23
City of Key Colony B.	1,421	94	0	235	0	1,750	1,431	94	0	236
City of Marathon	3,055	2,769	2,473	1,286	664	10,247	3,051	2,772	2,476	1,286
City of Key West (p)	2,345	11,926	293	2,257	560	17,381	2,350	11,938	293	2,260
COUNTY TOTAL (q)	**25,938**	**22,467**	**13,558**	**9,604**	**2,540**	**74,108**	**26,045**	**22,490**	**13,571**	**9,626**

Prepared by the Monroe County Planning Department

Peak Seasonal Population

1	116	117	118	119	120	121	122	123	124	125
PAED	2008 Peak Number of People on Liveaboard Vessels	TOTAL 2008 PEAK SEASONAL POPULATION (112 + 113 + 114 + 115 + 116)	Peak Number of Persons Staying in Seasonal Dwelling Units During 2009 (o)	Peak Number of People Staying in Hotel and Motel Rooms During 2009	2009 Peak Number of Persons Staying in RVs or Campsites	2009 Peak Number of Persons Staying with Friends and Relatives (sh)	2009 Peak Number of People on Liveaboard Vessels	TOTAL 2009 PEAK SEASONAL POPULATION (118 + 119 + 120 + 121 + 122)	Peak Number of Persons Staying in Seasonal Dwelling Units During 2010 (o)	Peak Number of People Staying in Hotel and Motel Rooms During 2010
Lower Keys										
1	456	1,290	121	0	601	112	456	1,291	121	0
2	148	1,299	419	82	496	155	148	1,300	419	83
3	0	1,767	313	130	1,092	238	0	1,772	316	130
4a	33	3,492	2,502	250	277	469	33	3,531	2,533	250
4b	0	30	27	0	0	4	0	31	28	0
5	197	3,424	1,406	130	1,272	435	197	3,439	1,416	130
6	0	1,887	0	0	1,635	253	0	1,889	0	0
Subtotal	833	13,189	4,788	591	5,374	1,667	833	13,253	4,832	592
Middle Keys										
7	-	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-	-
9	0	-	-	-	-	-	0	-	-	-
10	0	983	217	636	0	132	0	985	218	637
11	0	2,039	523	94	1,150	274	0	2,041	523	94
12a	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-
Subtotal	0	3,022	740	730	1,150	406	0	3,026	741	731
Upper Keys										
14	-	-	-	-	-	-	-	-	-	-
15	36	1,871	1,363	236	0	248	36	1,882	1,372	236
16	3	4,630	2,182	744	1,075	620	3	4,825	2,174	745
17	118	2,817	1,199	1,154	0	365	118	2,836	1,212	1,155
18	0	4,647	1,484	626	1,918	624	0	4,653	1,486	627
19-20 (g)	13	2,465	1,174	195	759	330	13	2,472	1,178	196
21	197	3,183	2,136	334	119	401	197	3,188	2,137	335
22	105	105	0	0	0	0	105	105	0	0
Subtotal	472	19,718	9,538	3,290	3,872	2,588	473	19,781	9,558	3,293
TOTAL	1,305	35,929	15,065	4,611	10,396	4,661	1,306	36,040	15,131	4,616
Village of Islamorada	13	8,761	4,133	3,026	416	1,174	13	8,762	4,126	3,029
City of Layton	0	172	93	57	0	23	0	173	94	57
City of Key Colony B.	0	1,761	1,439	94	0	238	0	1,771	1,446	94
City of Marathon	665	10,250	3,044	2,774	2,478	1,286	665	10,249	3,035	2,777
City of Key West (p)	561	17,402	2,355	11,950	294	2,263	561	17,423	2,361	11,962
COUNTY TOTAL (q)	2,543	74,275	26,130	22,512	13,585	9,645	2,545	74,417	26,192	22,535

Peak Seasonal Population

1	126	127	128	129	130	131	132	133	134	135
PAED	2010 Peak Number of Persons Staying in RVs or Campsites	2010 Peak Number of Persons Staying with Friends and Relatives (ah)	2010 Peak Number of People on Liveaboard Vessels	TOTAL 2010 PEAK SEASONAL POPULATION (124 + 125 + 126 + 127 + 128)	Peak Number of Persons Staying in Seasonal Dwelling Units During 2011 (o)	Peak Number of People Staying in Hotel and Motel Rooms During 2011	2011 Peak Number of Persons Staying in RVs or Campsites	2011 Peak Number of Persons Staying with Friends and Relatives (ah)	2011 Peak Number of People on Liveaboard Vessels	TOTAL 2011 PEAK SEASONAL POPULATION (130 + 131 + 132 + 133 + 134
Lower Keys										
1	602	112	457	1,291	120	0	603	112	457	1,292
2	497	155	148	1,300	418	83	497	155	148	1,300
3	1,093	239	0	1,777	319	130	1,094	239	0	1,782
4a	277	474	33	3,567	2,561	250	278	479	33	3,601
4b	0	4	0	33	29	0	0	5	0	34
5	1,273	437	197	3,453	1,425	130	1,275	439	197	3,465
6	1,637	254	0	1,891	0	0	1,639	254	0	1,892
Subtotal	**5,379**	**1,675**	**834**	**13,312**	**4,872**	**592**	**5,385**	**1,682**	**835**	**13,366**
Middle Keys										
7	-	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-	-
9	-	-	0	-	-	-	-	-	0	-
10	0	132	0	987	219	637	0	133	0	988
11	1,151	274	0	2,043	523	94	1,153	274	0	2,044
12a	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-
Subtotal	**1,151**	**407**	**0**	**3,030**	**741**	**732**	**1,153**	**407**	**0**	**3,032**
Upper Keys										
14	-	-	-	-	-	-	-	-	-	-
15	0	249	36	1,893	1,379	236	0	250	36	1,901
16	1,076	619	3	4,618	2,163	746	1,078	618	3	4,608
17	0	367	118	2,853	1,225	1,156	0	369	118	2,869
18	1,920	625	0	4,658	1,486	628	1,922	626	0	4,661
19-20 (g)	760	331	13	2,477	1,180	196	761	331	13	2,481
21	119	402	197	3,190	2,136	335	119	402	197	3,189
22	0	0	105	105	0	0	0	0	105	105
Subtotal	**3,876**	**2,593**	**473**	**19,793**	**9,569**	**3,297**	**3,880**	**2,596**	**473**	**19,815**
TOTAL	**10,407**	**4,674**	**1,307**	**36,135**	**15,183**	**4,621**	**10,417**	**4,684**	**1,309**	**36,213**
Village of Islamorada	417	1,174	13	8,758	4,115	3,032	417	1,172	13	8,749
City of Layton	0	23	0	174	94	57	0	23	0	174
City of Key Colony B.	0	239	0	1,779	1,451	94	0	240	0	1,785
City of Marathon	2,481	1,285	666	10,244	3,022	2,780	2,483	1,284	667	10,236
City of Key West (p)	294	2,266	562	17,444	2,366	11,974	294	2,268	562	17,465
COUNTY TOTAL (q)	**13,598**	**9,660**	**2,548**	**74,533**	**26,231**	**22,557**	**13,612**	**9,672**	**2,550**	**74,622**

Prepared by the Monroe County Planning Department

Peak Seasonal Population

1	136	137	138	139	140	141	142	143	144	145
PAED 4)	Peak Number of Persons Staying in Seasonal Dwelling Units During 2012 (o)	Peak Number of People Staying in Hotel and Motel Rooms During 2012	2012 Peak Number of Persons Staying in RVs or Campsites	2012 Peak Number of Persons Staying with Friends and Relatives (ah)	2012 Peak Number of People on Liveaboard Vessels	TOTAL 2012 PEAK SEASONAL POPULATION (136 + 137 + 138 + 139 + 140)	Peak Number of Persons Staying in Seasonal Dwelling Units During 2013 (o)	Peak Number of People Staying in Hotel and Motel Rooms During 2013	2013 Peak Number of Persons Staying in RVs or Campsites	2013 Peak Number of Persons Staying with Friends and Relatives (ah)
Lower Keys										
1	120	0	603	112	457	1,293	119	0	604	112
2	417	83	498	155	148	1,300	415	83	498	154
3	321	130	1,095	240	0	1,786	323	130	1,096	240
4a	2,588	250	278	483	33	3,632	2,612	251	278	487
4b	30	0	0	5	0	35	31	0	0	5
5	1,432	130	1,276	440	197	3,476	1,438	130	1,277	441
6	0	0	1,640	254	0	1,894	0	0	1,642	254
Subtotal	**4,908**	**593**	**5,390**	**1,688**	**836**	**13,415**	**4,939**	**594**	**5,398**	**1,694**
Middle Keys										
7	-	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-	-
9	-	-	-	-	0	-	-	-	-	-
10	219	638	0	133	0	990	219	638	0	133
11	522	94	1,154	274	0	2,044	520	95	1,155	274
12a	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-
Subtotal	**741**	**732**	**1,154**	**407**	**0**	**3,034**	**739**	**733**	**1,155**	**407**
Upper Keys										
t4	-	-	-	-	-	-	-	-	-	-
15	1,385	236	0	251	36	1,909	1,390	236	0	252
16	2,151	746	1,079	616	3	4,596	2,137	747	1,080	614
17	1,236	1,157	0	371	118	2,883	1,247	1,159	0	373
18	1,485	628	1,924	626	0	4,663	1,482	629	1,926	626
19-20 (g)	1,181	196	762	332	13	2,484	1,181	196	762	332
21	2,133	335	120	401	197	3,187	2,128	336	120	400
22	0	0	0	0	105	105	0	0	0	0
Subtotal	**9,571**	**3,300**	**3,884**	**2,597**	**474**	**19,826**	**9,564**	**3,303**	**3,887**	**2,597**
TOTAL	**15,220**	**4,625**	**10,427**	**4,692**	**1,310**	**36,275**	**15,242**	**4,630**	**10,438**	**4,698**
Village of Islamorada	4,099	3,035	417	1,171	13	8,735	4,080	3,038	418	1,168
City of Layton	94	57	0	23	0	175	95	57	0	23
City of Key Colony B.	1,455	94	0	240	0	1,790	1,458	95	0	241
City of Marathon	3,006	2,783	2,486	1,283	667	10,224	2,987	2,785	2,488	1,280
City of Key West (p)	2,372	11,986	295	2,271	563	17,486	2,377	11,998	295	2,274
COUNTY TOTAL (q)	**26,246**	**22,580**	**13,625**	**9,680**	**2,553**	**74,685**	**26,239**	**22,602**	**13,639**	**9,684**

Prepared by the Monroe County Planning Department

Peak Seasonal Population

1	146	147	148	149	150	151	152	153	154	155
PAED	2013 Peak Number of People on Liveaboard Vessels	TOTAL 2013 PEAK SEASONAL POPULATION (142 + 143 + 144 + 145 + 146)	Peak Number of Persons Staying in Seasonal Dwelling Units During 2014 (o)	Peak Number of People Staying in Hotel and Motel Rooms During 2014	2014 Peak Number of Persons Staying in RVs or Campsites	2014 Peak Number of Persons Staying with Friends and Relatives (ah)	2014 Peak Number of People on Liveaboard Vessels	TOTAL 2014 PEAK SEASONAL POPULATION (148 + 149 + 150 + 151 + 152)	Peak Number of Persons Staying in Seasonal Dwelling Units During 2015 (o)	Peak Number of People Staying in Hotel and Motel Rooms During 2015
Lower Keys										
1	458	1,293	118	0	604	112	458	1,293	117	0
2	148	1,299	414	83	499	154	148	1,298	411	83
3	0	1,790	325	130	1,097	241	0	1,793	327	130
4a	33	3,660	2,633	251	279	490	33	3,686	2,652	251
4b	0	36	32	0	0	5	0	37	33	0
5	198	3,484	1,443	130	1,279	442	198	3,492	1,446	130
6	0	1,896	0	0	1,643	255	0	1,898	0	0
Subtotal	**837**	**13,459**	**4,968**	**594**	**5,401**	**1,699**	**838**	**13,497**	**4,987**	**595**
Middle Keys										
7	-	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-	-
9	0	-	-	-	-	-	0	-	-	-
10	0	990	219	639	0	133	0	991	219	640
11	0	2,044	518	95	1,156	274	0	2,043	516	95
12a	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-
Subtotal	**0**	**3,035**	**738**	**734**	**1,156**	**407**	**0**	**3,034**	**735**	**734**
Upper Keys										
14	-	-	-	-	-	-	-	-	-	-
15	36	1,914	1,393	237	0	253	36	1,918	1,395	237
16	3	4,581	2,120	748	1,081	612	3	4,564	2,102	749
17	119	2,897	1,256	1,160	0	374	119	2,909	1,264	1,161
18	0	4,662	1,478	630	1,928	625	0	4,660	1,472	630
19-20 (g)	13	2,485	1,180	196	763	332	13	2,484	1,178	197
21	198	3,181	2,120	336	120	399	198	3,173	2,111	336
22	105	105	0	0	0	0	106	108	0	0
Subtotal	**474**	**19,826**	**9,547**	**3,307**	**3,891**	**2,595**	**475**	**19,815**	**9,521**	**3,310**
TOTAL	**1,311**	**36,319**	**15,250**	**4,634**	**10,448**	**4,702**	**1,313**	**36,347**	**15,243**	**4,639**
Village of Islamorada	13	8,717	4,057	3,041	418	1,165	13	8,694	4,030	3,044
City of Layton	0	175	95	57	0	24	0	175	95	57
City of Key Colony B.	0	1,793	1,459	95	0	241	0	1,794	1,459	95
City of Marathon	668	10,210	2,966	2,788	2,491	1,278	669	10,191	2,941	2,791
City of Key West (p)	563	17,507	2,382	12,010	295	2,277	564	17,528	2,388	12,022
COUNTY TOTAL (q)	**2,555**	**74,720**	**26,208**	**22,625**	**13,653**	**9,685**	**2,558**	**74,730**	**26,155**	**22,648**

Prepared by the Monroe County Planning Department

1	156	157	158	159
PAED	2015 Peak Number of Persons Staying in RVs or Campsites	2015 Peak Number of Persons Staying with Friends and Relatives (ah)	2015 Peak Number of People on Liveaboard Vessels	TOTAL 2015 PEAK SEASONAL POPULATION (154 + 155 + 156 + 157 + 158)
Lower Keys				
1	605	112	459	1,293
2	499	154	149	1,296
3	1,099	241	0	1,797
4a	279	493	33	3,709
4b	0	5	0	38
5	1,280	443	198	3,497
6	1,645	255	0	1,900
Subtotal	**5,406**	**1,703**	**838**	**13,530**
Middle Keys				
7	-	-	-	-
8	-	-	-	-
9	-	-	0	-
10	0	133	0	992
11	1,157	274	0	2,042
12a	-	-	-	-
12b	-	-	-	-
13	-	-	-	-
Subtotal	**1,157**	**407**	**0**	**3,034**
Upper Keys				
14	-	-	-	-
15	0	253	36	1,921
16	1,082	609	3	4,545
17	0	376	119	2,919
18	1,929	625	0	4,657
19-20 (g)	764	331	13	2,483
21	120	398	198	3,163
22	0	0	106	106
Subtotal	**3,895**	**2,592**	**475**	**19,793**
TOTAL	**10,459**	**4,703**	**1,314**	**36,357**
Village of Islamorada	419	1,161	13	8,667
City of Layton	0	24	0	175
City of Key Colony B.	0	241	0	1,794
City of Marathon	2,493	1,275	669	10,170
City of Key West (p)	296	2,279	564	17,549
COUNTY TOTAL (q)	**13,666**	**9,683**	**2,561**	**74,712**

Appendix 6

Peak Population in Seasonal Residences by PAED from 1990 to 2015

Peak Number of People in Seasonal Residences

1	2	3	4	5	6	7	8	9	10	11
PAED	1990 Census Tract (o)	1990 Census Block Groups	April 1, 1990 Total Number of Seasonal Units (r)	December 31, 1990 Total Number of Seasonal Housing Units (o)	Peak Number of Persons per Party Staying in a Seasonal Dwelling Unit (l)	Peak Number of Persons Staying in Seasonal Dwelling Units During 1990 (5 x 6)	December 31, 1991 Total Number of Seasonal Housing Units (o)	Peak Number of Persons Staying in Seasonal Dwelling Units During 1991 (8 x 6)	December 31, 1992 Total Number of Seasonal Housing Units (o)	Peak Number of Persons Staying in Seasonal Dwelling Units During 1992 (10 x 6)
Lower Keys										
1	9718 & 9719 pt.	N/A	43	43	2.67	115	43	116	44	116
2	9717	N/A	142	143	2.67	383	145	388	146	390
3	9716	N/A	86	89	2.67	237	90	241	92	248
4a	9715	N/A	654	674	2.67	1,800	697	1,860	713	1,903
4b	9714 pt.	BG 4 (a)	4	5	2.67	13	5	14	6	15
5	9714 pt.	BG 1,2,3,4,5 (a)	402	416	2.67	1,111	428	1,144	437	1,186
6	9714 pt.& 9713 pt.	9714 BG 1 (b)	0	0	2.67	0	0	0	0	0
Subtotal	-	-	1,331	1,370	2.67	3,659	1,409	3,763	1,437	3,838
Middle Keys										
7	9713, 9712, & 9711	N/A	777	783	2.67	2,091	787	2,102	793	2,116
8	9710 pt.	BG 3 (c)	197	200	2.67	533	202	539	203	542
9	9710 pt.	BG 2 (d)	90	91	2.67	244	92	248	93	248
10	9710 pt.	BG 2 (d)	66	69	2.67	183	70	186	71	189
11	9710 pt.	BG 1(e)	176	176	2.67	471	176	471	177	472
12a	9709 pt.	BG 5	292	298	2.67	796	307	820	318	849
12b	9709 pt.	BG 1,2 (f)	38	38	2.67	101	41	108	41	108
13	9709 pt.	BG 1,2,3,4 (f)	220	221	2.67	590	224	598	225	602
Subtotal	-	-	1,856	1,876	2.67	5,009	1,899	5,070	1,920	5,128
Upper Keys										
14	9708	N/A	777	796	2.67	2,128	820	2,189	836	2,232
15	9707	N/A	383	411	2.67	1,097	427	1,140	431	1,151
16	9706	N/A	793	794	2.67	2,121	797	2,127	799	2,133
17	9705	N/A	319	329	2.67	879	338	903	347	926
18	9704	N/A	489	493	2.67	1,317	498	1,331	502	1,339
19-20 (g)	9703	N/A	371	377	2.67	1,005	389	1,038	396	1,059
21	9702.98 pt.	BG 1,2,3 (h)	706	717	2.67	1,918	724	1,932	729	1,945
22	9701 pt.& 9702.98 pt.	BG 1 (h)	0	0	2.67	0	0	0	0	0
Subtotal	-	-	3,838	3,918	2.67	10,480	3,993	10,661	4,040	10,786
UNINC. TOTAL	-	-	7,025	7,164	2.67	19,128	7,301	19,494	7,396	19,748
Village of Islamorada	9709	N/A	-	-	-	-	-	-	-	-
City of Layton	9710	BG 1	28	28	2.67	78	29	77	29	78
City of Key Colony B.	9710	BG 3	441	446	2.67	1,192	448	1,197	454	1,212
City of Marathon	9710-9713	N/A	-	-	-	-	-	-	-	-
City of Key West (p)	9719-9726	N/A	440	737	2.90	2,139	742	2,153	747	2,167
COUNTY TOTAL (q)	-	-	7,934	8,376	2.67	22,535	8,520	22,922	8,626	23,205

SEE FINAL PAGE FOR FOOTNOTES

Peak Number of People in Seasonal Residences

1	12	13	14	15	16	17	18	19	20	21
PAED	December 31, 1993 Total Number of Seasonal Housing Units (s)	Peak Number of Persons Staying in Seasonal Dwelling Units During 1993 (12 x 6)	December 31, 1994 Total Number of Seasonal Housing Units (s)	Peak Number of Persons Staying in Seasonal Dwelling Units During 1994 (14 x 6)	December 31, 1995 Total Number of Seasonal Housing Units (s)	Peak Number of Persons Staying in Seasonal Dwelling Units During 1995 (16 x 6)	December 31, 1996 Total Number of Seasonal Housing Units (s)	Peak Number of Persons Staying in Seasonal Dwelling Units During 1996 (18 x 6)	December 31, 1997 Total Number of Seasonal Housing Units (s)	Peak Number of Persons Staying in Seasonal Dwelling Units During 1997 (20 x 6)
Lower Keys										
1	44	116	44	117	44	117	44	118	44	118
2	147	391	148	395	149	397	150	400	151	402
3	95	253	97	258	98	262	100	267	101	271
4a	730	1,949	745	1,990	763	2,038	780	2,083	795	2,123
4b	6	16	6	17	6	17	7	17	7	19
5	449	1,198	455	1,216	461	1,232	469	1,253	472	1,260
8	0	0	0	0	0	0	0	0	0	0
Subtotal	1,469	3,923	1,495	3,993	1,522	4,063	1,550	4,138	1,570	4,193
Middle Keys										
7	796	2,125	799	2,134	803	2,145	806	2,152	809	2,161
8	205	547	207	552	208	556	210	561	211	564
9	94	251	94	252	95	254	96	257	97	259
10	72	192	73	195	73	196	74	196	74	198
11	177	473	177	473	177	473	184	492	186	497
12a	322	860	326	671	332	885	335	895	337	900
12b	41	106	41	108	41	110	41	110	42	111
13	228	610	229	611	230	613	230	615	231	616
Subtotal	1,936	5,167	1,946	5,196	1,960	5,233	1,977	5,277	1,987	5,306
Upper Keys										
14	847	2,262	857	2,287	865	2,310	871	2,327	883	2,358
15	445	1,188	459	1,224	460	1,229	464	1,239	465	1,241
16	801	2,139	805	2,150	808	2,158	811	2,164	812	2,157
17	363	970	371	989	377	1,007	384	1,025	389	1,038
18	517	1,380	519	1,386	522	1,394	525	1,402	529	1,412
19-20 (g)	402	1,075	404	1,080	407	1,086	410	1,094	412	1,099
21	733	1,957	734	1,961	737	1,969	744	1,988	749	2,000
22	0	0	0	0	0	0	0	0	0	0
Subtotal	4,109	10,970	4,149	11,077	4,177	11,154	4,209	11,238	4,238	11,315
UNINC. TOTAL	7,513	20,060	7,590	20,265	7,659	20,450	7,736	20,654	7,795	20,813
Village of Islamorada	-	-	-	-	-	-	-	-	-	-
City of Layton	29	78	30	79	30	80	30	81	31	82
City of Key Colony B.	462	1,233	465	1,241	472	1,259	474	1,265	478	1,276
City of Marathon	-	-	-	-	-	-	-	-	-	-
City of Key West (p)	752	2,181	757	2,195	761	2,210	766	2,224	771	2,238
COUNTY TOTAL (q)	8,756	23,553	8,841	23,781	8,922	23,999	9,006	24,224	9,075	24,409

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: 1990 Census of Population; Monroe County, Layton, Key Colony Beach, Key West Building Departments; TDC Visitor's Surveys

Peak Number of People in Seasonal Residences

1	22	23	24	25	26	27	28	29	30	31
PAED	December 31, 1998 Total Number of Seasonal Housing Units (e)	Peak Number of Persons Staying in Seasonal Dwelling Units During 1998 (22 x 6)	December 31, 1999 Total Number of Seasonal Housing Units (s)	Peak Number of Persons Staying in Seasonal Dwelling Units During 1999 (24 x 6)	December 31, 2000 Total Number of Seasonal Housing Units (e)	Peak Number of Persons Staying in Seasonal Dwelling Units During 2000 (26 x 6)	December 31, 2001 Total Number of Seasonal Housing Units (e)	Peak Number of Persons Staying in Seasonal Dwelling Units During 2001 (28 x 6)	December 31, 2002 Total Number of Seasonal Housing Units (e)	Peak Number of Persons Staying in Seasonal Dwelling Units During 2002 (30 x 6)
Lower Keys										
1	45	119	45	119	45	120	45	120	45	120
2	151	404	152	405	152	407	153	408	153	410
3	103	274	104	278	105	281	106	284	107	287
4a	806	2,153	813	2,172	823	2,198	833	2,225	843	2,251
4b	7	19	7	19	7	20	8	20	8	21
5	474	1,267	475	1,269	480	1,282	485	1,294	489	1,306
6	0	0	0	0	0	0	0	0	0	0
Subtotal	1,587	4,236	1,597	4,263	1,613	4,307	1,629	4,351	1,646	4,396
Middle Keys										
7	812	2,167	814	2,173	-	-	-	-	-	-
8	212	567	213	570	-	-	-	-	-	-
9	97	259	97	260	-	-	-	-	-	-
10	74	198	75	199	75	201	76	203	77	206
11	186	497	186	497	188	501	189	504	190	508
12a	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-
Subtotal	1,382	3,690	1,385	3,699	263	702	265	708	267	713
Upper Keys										
14	-	-	-	-	-	-	-	-	-	-
15	466	1,244	467	1,248	471	1,257	474	1,266	478	1,276
16	813	2,172	815	2,175	815	2,177	816	2,180	817	2,182
17	395	1,054	398	1,062	401	1,071	405	1,080	408	1,089
18	531	1,419	533	1,424	535	1,429	537	1,434	539	1,439
19-20 (g)	413	1,104	415	1,109	417	1,114	419	1,119	421	1,124
21	759	2,028	770	2,056	773	2,063	775	2,071	778	2,078
22	0	0	0	0	0	0	0	0	0	0
Subtotal	3,378	9,020	3,399	9,074	3,413	9,112	3,427	9,150	3,441	9,188
UNINC. TOTAL	6,347	16,946	6,381	17,036	5,289	14,121	5,321	14,208	5,354	14,295
Village of Islamorada	1,497	3,998	1,507	4,025	1,513	4,041	1,519	4,057	1,525	4,073
City of Layton	31	83	31	84	32	85	32	88	33	87
City of Key Colony B.	485	1,294	492	1,312	497	1,327	502	1,341	508	1,355
City of Marathon	-	-	-	-	1,127	3,008	1,130	3,018	1,134	3,029
City of Key West (p)	776	2,252	781	2,266	786	2,280	790	2,293	795	2,307
COUNTY TOTAL (q)	9,136	24,572	9,192	24,723	9,243	24,860	9,296	25,003	9,349	25,146

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: 1998 Census of Population; Monroe County; Layton, Key Colony Beach, Key West Building Departments; TDC Visitors Surveys

Peak Number of People in Seasonal Residences

1	32	33	34	35	36	37	38	39	40
PAED	December 31, 2003 Total Number of Seasonal Housing Units (e)	Peak Number of Persons Staying in Seasonal Dwelling Units During 2003 (32 x 6)	% Increase in Peak Number of Persons in Seasonal Dwellings 1990-1991 [(9 - 7) / 7]	% Increase in Peak Number of Persons in Seasonal Dwellings 1991-1992 [(11 - 9) / 9]	% Increase in Peak Number of Persons in Seasonal Dwellings 1992-1993 [(13 - 11) / 11]	% Increase in Peak Number of Persons in Seasonal Dwellings 1993-1994 [(15 - 13) / 13]	% Increase in Peak Number of Persons in Seasonal Dwellings 1994-1995 [(17 - 15) / 15]	% Increase in Peak Number of Persons in Seasonal Dwellings 1995-1996 [(19 - 17) / 17]	% Increase in Peak Number of Persons in Seasonal Dwellings 1996-1997 [(21 - 19) / 19]
Lower Keys									
1	45	120	0.46%	0.36%	0.15%	0.35%	0.15%	0.66%	0.55%
2	154	411	1.24%	0.51%	0.36%	1.08%	0.43%	0.78%	0.49%
3	108	290	1.78%	2.08%	2.58%	2.09%	1.64%	2.02%	1.19%
4a	853	2,276	3.31%	2.31%	2.43%	2.11%	2.42%	2.20%	1.91%
4b	8	22	12.50%	5.56%	7.89%	2.44%	2.38%	2.33%	9.09%
5	494	1,318	2.99%	1.91%	2.78%	1.50%	1.33%	1.67%	0.56%
6	0	0	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Subtotal	**1,662**	**4,438**	**2.84%**	**1.94%**	**2.29%**	**1.77%**	**1.77%**	**1.85%**	**1.31%**
Middle Keys									
7	-	-	0.55%	0.66%	0.43%	0.39%	0.54%	0.33%	0.41%
8	-	-	1.03%	0.68%	0.84%	0.84%	0.83%	0.82%	0.65%
9	-	-	1.19%	0.44%	1.46%	0.43%	0.72%	1.00%	0.85%
10	78	208	1.57%	1.54%	1.71%	1.68%	0.37%	0.18%	0.73%
11	191	511	0.00%	0.24%	0.24%	0.00%	0.00%	3.86%	1.16%
12a	-	-	2.98%	3.56%	1.29%	1.27%	1.68%	1.03%	0.61%
12b	-	-	6.92%	0.00%	0.00%	0.00%	1.44%	0.00%	0.71%
13	-	-	1.24%	0.71%	1.31%	0.10%	0.40%	0.40%	0.10%
Subtotal	**269**	**719**	**1.21%**	**1.11%**	**0.79%**	**0.56%**	**0.72%**	**0.85%**	**0.54%**
Upper Keys									
14	-	-	3.00%	1.95%	1.35%	1.08%	1.01%	0.73%	1.36%
15	481	1,285	3.96%	0.94%	3.17%	3.08%	0.41%	0.77%	0.15%
16	818	2,185	0.30%	0.30%	0.25%	0.55%	0.35%	0.30%	0.15%
17	411	1,098	2.79%	2.53%	4.70%	2.02%	1.82%	1.73%	1.27%
18	541	1,444	1.06%	0.64%	3.04%	0.43%	0.62%	0.54%	0.69%
19-20 (g)	423	1,129	3.26%	1.97%	1.52%	0.46%	0.57%	0.74%	0.51%
21	781	2,085	0.86%	0.67%	0.61%	0.18%	0.42%	0.96%	0.59%
22	0	0	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Subtotal	**3,455**	**9,225**	**1.92%**	**1.17%**	**1.71%**	**0.97%**	**0.69%**	**0.76%**	**0.68%**
UNINC. TOTAL	**5,387**	**14,383**	**1.91%**	**1.30%**	**1.58%**	**1.02%**	**0.91%**	**1.00%**	**0.77%**
Village of Islamorada	1,531	4,088	-	-	-	-	-	-	-
City of Layton	33	88	2.04%	0.67%	0.66%	1.32%	1.30%	0.64%	1.27%
City of Key Colony B.	513	1,370	0.43%	1.28%	1.69%	0.66%	1.48%	0.49%	0.81%
City of Marathon	1,138	3,039	-	-	-	-	-	-	-
City of Key West (p)	798	2,316	0.66%	0.66%	0.65%	0.65%	0.64%	0.64%	0.64%
COUNTY TOTAL (q)	**9,400**	**25,284**	**1.72%**	**1.24%**	**1.50%**	**0.97%**	**0.92%**	**0.94%**	**0.76%**

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: 1990 Census of Population; Monroe County, Layton, Key Colony Beach, Key West Building Departments; TDC Visitor's Surveys

Peak Number of People In Seasonal Residences

1	41	42	43	44	45	46	47	48
PAED	% Increase In Peak Number of Persons In Seasonal Dwellings 1997-1998 [(23 - 21) / 21]	% Increase In Peak Number of Persons In Seasonal Dwellings 1998-1999 [(25 - 23) / 23]	% Increase In Peak Number of Persons In Seasonal Dwellings 1999-2000 [(27 - 25) / 25]	% Increase In Peak Number of Persons In Seasonal Dwellings 2000-2001 [(29 - 27) / 27]	% Increase In Peak Number of Persons In Seasonal Dwellings 2001-2002 [(31 - 29) / 29]	% Increase In Peak Number of Persons In Seasonal Dwellings 2002-2003 [(33 - 31) / 31]	Mean Average Percent Increase from 1990 to 2003 [(34+35+36+37+38+39+ 40+41+42+43+44+45+46) / # of Observations]	Peak Number of Persons Staying In Seasonal Dwelling Units During 2004 [33 + (33 x 47)]
Lower Keys								
1	0.50%	0.25%	0.24%	0.24%	0.23%	0.23%	0.34%	121
2	0.49%	0.21%	0.39%	0.39%	0.39%	0.39%	0.55%	414
3	1.37%	1.25%	1.07%	1.06%	1.05%	1.04%	1.56%	294
4a	1.42%	0.89%	1.21%	1.20%	1.19%	1.17%	1.83%	2,319
4b	2.08%	0.00%	2.78%	2.71%	2.63%	2.57%	4.23%	22
5	0.56%	0.21%	0.96%	0.95%	0.94%	0.93%	1.33%	1,335
6	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0
Subtotal	**1.04%**	**0.62%**	**1.03%**	**1.02%**	**1.01%**	**1.00%**	**1.60%**	**4,506**
Middle Keys								
7	0.29%	0.26%	-	-	-	-	-	-
8	0.49%	0.48%	-	-	-	-	-	-
9	0.28%	0.14%	-	-	-	-	-	-
10	0.36%	0.36%	1.08%	1.07%	1.06%	1.05%	0.98%	210
11	0.00%	0.00%	0.69%	0.68%	0.68%	0.67%	0.63%	514
12a	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-
Subtotal	**0.30%**	**0.25%**	**0.73%**	**0.79%**	**0.79%**	**0.78%**	**0.72%**	**724**
Upper Keys								
14	-	-	-	-	-	-	-	-
15	0.30%	0.25%	0.76%	0.75%	0.75%	0.74%	1.23%	1,301
16	0.20%	0.15%	0.11%	0.11%	0.11%	0.11%	0.23%	2,190
17	1.52%	0.83%	0.83%	0.83%	0.82%	0.81%	1.73%	1,117
18	0.49%	0.38%	0.35%	0.35%	0.35%	0.34%	0.71%	1,454
19-20 (g)	0.39%	0.50%	0.45%	0.45%	0.45%	0.44%	0.90%	1,139
21	1.42%	1.40%	0.35%	0.35%	0.35%	0.35%	0.65%	2,099
22	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0
Subtotal	**0.70%**	**0.60%**	**0.42%**	**0.42%**	**0.41%**	**0.41%**	**0.84%**	**9,299**
UNINC. TOTAL	**0.70%**	**0.53%**	**0.59%**	**0.62%**	**0.61%**	**0.61%**	**0.94%**	**14,529**
Village of Islamorada	0.33%	0.69%	0.39%	0.39%	0.39%	0.39%	0.43%	4,106
City of Layton	1.26%	1.24%	1.23%	1.21%	1.20%	1.18%	1.17%	89
City of Key Colony B.	1.44%	1.42%	1.09%	1.08%	1.07%	1.06%	1.08%	1,384
City of Marathon	-	-	0.06%	0.35%	0.35%	0.35%	0.28%	3,048
City of Key West (p)	0.63%	0.61%	0.61%	0.60%	0.60%	0.38%	0.61%	2,325
COUNTY TOTAL (q)	**0.67%**	**0.61%**	**0.56%**	**0.57%**	**0.57%**	**0.55%**	**0.89%**	**25,481**

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: 1990 Census of Population; Monroe County, Layton, Key Colony Beach, Key West Building Departments; TDC Visitor's Surveys

Peak Number of People in Seasonal Residences

1	49	50	51	52	53	54	55	56
PAED	Peak Number of Persons Staying in Seasonal Dwelling Units During 2005 (o) 48 + (48 x (47 - 0.10%)	Peak Number of Persons Staying in Seasonal Dwelling Units During 2006 (o) 49 + (49 x (47 - 0.20%)	Peak Number of Persons Staying in Seasonal Dwelling Units During 2007 (o) 50 + (50 x (47 - 0.30%)	Peak Number of Persons Staying in Seasonal Dwelling Units During 2008 (o) 51 + (51 x (47 - 0.40%)	Peak Number of Persons Staying in Seasonal Dwelling Units During 2009 (o) 52 + (52 x (47 - 0.50%)	Peak Number of Persons Staying in Seasonal Dwelling Units During 2010 (o) 53 + (53 x (47 - 0.60%)	Peak Number of Persons Staying in Seasonal Dwelling Units During 2011 (o) 54 + (54 x (47 - 0.70%)	Peak Number of Persons Staying in Seasonal Dwelling Units During 2012 (o) 55 + (55 x (47 - 0.80%)]
Lower Keys								
1	121	121	121	121	121	121	120	120
2	415	417	418	419	419	419	418	417
3	298	302	306	310	313	316	319	321
4a	2,359	2,398	2,434	2,469	2,502	2,533	2,561	2,588
4b	23	24	25	26	27	28	29	30
5	1,352	1,367	1,381	1,394	1,406	1,416	1,425	1,432
6	0	0	0	0	0	0	0	0
Subtotal	4,570	4,630	4,686	4,739	4,788	4,832	4,872	4,908
Middle Keys								
7	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-
9	-	-	-	-	-	-	-	-
10	212	213	215	216	217	218	219	219
11	517	519	521	522	523	523	523	522
12a	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-
Subtotal	729	733	736	738	740	741	741	741
Upper Keys								
14	-	-	-	-	-	-	-	-
15	1,316	1,330	1,342	1,353	1,363	1,372	1,379	1,385
16	2,192	2,193	2,191	2,188	2,182	2,174	2,163	2,151
17	1,135	1,152	1,169	1,184	1,199	1,212	1,225	1,236
18	1,463	1,470	1,476	1,481	1,484	1,486	1,486	1,485
19-20 (g)	1,149	1,157	1,164	1,169	1,174	1,178	1,180	1,181
21	2,110	2,120	2,127	2,133	2,136	2,137	2,136	2,133
22	0	0	0	0	0	0	0	0
Subtotal	9,365	9,422	9,469	9,508	9,538	9,558	9,569	9,571
UNINC. TOTAL	14,663	14,784	14,891	14,985	15,065	15,131	15,183	15,220
Village of Islamorada	4,120	4,129	4,134	4,136	4,133	4,126	4,115	4,099
City of Layton	90	91	92	93	93	94	94	94
City of Key Colony B.	1,398	1,410	1,421	1,431	1,439	1,446	1,451	1,455
City of Marathon	3,053	3,056	3,055	3,051	3,044	3,035	3,022	3,006
City of Key West (p)	2,334	2,339	2,345	2,350	2,355	2,361	2,366	2,372
COUNTY TOTAL (q)	25,658	25,809	25,938	26,045	26,130	26,192	26,231	26,246

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: 1990 Census of Population; Monroe County, Layton, Key Colony Beach, Key West Building Departments; TDC Visitor's Surveys

Peak Number of People in Seasonal Residences

1	57	58	59
PAED	Peak Number of Persons Staying in Seasonal Dwelling Units During 2013 (o) 56 + (56 x (47 - 0.90%))	Peak Number of Persons Staying in Seasonal Dwelling Units During 2014 (o) [57 + (57 x (47 - 1.0%))	Peak Number of Persons Staying in Seasonal Dwelling Units During 2015 (o) [58 + (58 x (47 - 1.1%))
Lower Keys			
1	119	118	117
2	415	414	411
3	323	325	327
4a	2,612	2,633	2,652
4b	31	32	33
5	1,438	1,443	1,446
6	0	0	0
Subtotal	4,939	4,966	4,987
Middle Keys			
7	-	-	-
8	-	-	-
9	-	-	-
10	219	219	219
11	520	518	516
12a	-	-	-
12b	-	-	-
13	-	-	-
Subtotal	739	738	735
Upper Keys			
14	-	-	-
15	1,390	1,393	1,395
16	2,137	2,120	2,102
17	1,247	1,256	1,264
18	1,482	1,478	1,472
19-20 (g)	1,181	1,180	1,178
21	2,128	2,120	2,111
22	0	0	0
Subtotal	9,564	9,547	9,521
UNINC. TOTAL	15,242	15,250	15,243
Village of Islamorada	4,080	4,057	4,030
City of Layton	95	95	95
City of Key Colony B.	1,458	1,459	1,459
City of Marathon	2,987	2,966	2,941
City of Key West (p)	2,377	2,382	2,388
COUNTY TOTAL (q)	26,239	26,208	26,155

SEE FINAL PAGE FOR FOOTNOTES

Appendix 7

Peak Population in Hotels and Motels by PAED from 1990 to 2015

Peak Number of People in Hotels and Motels

1	2	3	4	5	6	7	8	9	10	11	12
PAED	1990 Census Tract (o)	1990 Census Block Groups	Number of Hotel and Motel Rooms in 1990 (u)	Peak Number of Persons per Room (v)	Peak Occupancy Rate for 1990 (x)	Peak Number of Persons Staying in Hotel and Motel Rooms During 1990 [(4 x 5) x 6]	Number of Hotel and Motel Rooms in 1991 (u)	Peak Occupancy Rate for 1991 (x)	Peak Number of People Staying in Hotel and Motel Rooms During 1991 [(8 x 5) x 9]	Number of Hotel and Motel Rooms in 1992 (u)	Peak Occupancy Rate for 1992 (x)
Lower Keys											
1	9718 & 9719 pt.	N/A	0	2.73	89.5%	0	0	87.3%	0	0	84.2%
2	9717	N/A	35	2.73	89.5%	86	35	87.3%	83	35	84.2%
3	9716	N/A	55	2.73	89.5%	134	55	87.3%	131	55	84.2%
4a	9715	N/A	106	2.73	89.5%	259	106	87.3%	253	106	84.2%
4b	9714 pt.	BG 4 (a)	0	2.73	89.5%	0	0	87.3%	0	0	84.2%
5	9714 pt.	BG 1,2,3,4,5 (a)	55	2.73	89.5%	134	55	87.3%	131	55	84.2%
6	9714 pt. & 9713 pt.	9714 BG 1 (b)	0	2.73	89.5%	0	0	87.3%	0	0	84.2%
Subtotal	-	-	**251**	**2.73**	**89.5%**	**613**	**251**	**87.3%**	**598**	**251**	**84.2%**
Middle Keys											
7	9713, 9712, & 9711	N/A	690	2.73	89.5%	1,686	690	87.3%	1,644	890	84.2%
8	9710 pt.	BG 3 (c)	354	2.73	89.5%	865	354	87.3%	844	354	84.2%
9	9710 pt.	BG 2 (d)	52	2.73	89.5%	127	52	87.3%	124	52	84.2%
10	9710 pt.	BG 2 (d)	45	2.73	89.5%	110	45	87.3%	107	45	84.2%
11	9710 pt.	BG 1(e)	28	2.73	89.5%	68	28	87.3%	67	28	84.2%
12a	9709 pt.	BG 5	101	2.73	89.5%	247	101	87.3%	241	101	84.2%
12b	9709 pt.	BG 1,2 (f)	295	2.73	89.5%	721	295	87.3%	703	295	84.2%
13	9709 pt.	BG 1,2,3,4 (f)	750	2.73	89.5%	1,833	790	87.3%	1,883	790	84.2%
Subtotal	-	-	**2,315**	**2.73**	**89.5%**	**5,656**	**2,355**	**87.3%**	**5,613**	**2,355**	**84.2%**
Upper Keys											
14	9708	N/A	99	2.73	89.5%	242	99	87.3%	236	99	84.2%
15	9707	N/A	100	2.73	89.5%	244	100	87.3%	238	100	84.2%
16	9706	N/A	294	2.73	89.5%	718	294	87.3%	701	294	84.2%
17	9705	N/A	490	2.73	89.5%	1,197	490	87.3%	1,166	490	84.2%
18	9704	N/A	149	2.73	89.5%	364	149	87.3%	355	149	84.2%
19-20 (g)	9703	N/A	27	2.73	89.5%	66	27	87.3%	64	63	84.2%
21	9702.98 pt.	BG 1,2,3 (h)	142	2.73	89.5%	347	142	87.3%	338	142	84.2%
22	9701 pt. & 9702.98 pt.	BG 1 (h)	0	2.73	89.5%	0	0	87.3%	0	0	84.2%
Subtotal	-	-	1,301	**2.73**	**89.5%**	**3,179**	**1,301**	**87.3%**	**3,101**	**1,357**	**84.2%**
UNINC. TOTAL	-	-	**3,867**	**2.73**	**89.5%**	**9,448**	**3,907**	**87.3%**	**9,312**	**3,963**	**84.2%**
Village of Islamorada	9709	N/A	-	-	-	-	-	-	-	-	-
City of Layton	9710	BG 1	24	2.73	89.5%	59	24	87.3%	57	24	84.2%
City of Key Colony B.	9710	BG 3	40	2.73	89.5%	98	40	87.3%	95	40	84.2%
City of Marathon	9710-9713	N/A	-	-	-	-	-	-	-	-	-
City of Key West (p)	9719-9726	N/A	5,074	2.90	89.5%	13,188	5,074	87.3%	12,864	5,074	84.2%
COUNTY TOTAL (q)	-	-	**9,005**	**2.73**	**89.5%**	**22,793**	**9,045**	**87.3%**	**22,328**	**9,101**	**84.2%**

SEE FINAL PAGE FOR FOOTNOTES

Peak Number of People in Hotels and Motels

1	13	14	15	16	17	18	19	20	21	22	23	24
PAED	Peak Number of People Staying in Hotel and Motel Rooms During 1992 [(11 x 5) x 12]	Number of Hotel and Motel Rooms in 1993 (u)	Peak Occupancy Rate for 1993 (x)	Peak Number of People Staying in Hotel and Motel Rooms During 1993 [(14 x 5) x 15]	Number of Hotel and Motel Rooms in 1994 (u)	Peak Occupancy Rate for 1994 (x)	Peak Number of People Staying in Hotel and Motel Rooms During 1994 [(17 x 5) x 18]	Number of Hotel and Motel Rooms in 1995 (u)	Peak Occupancy Rate for 1995 (x)	Peak Number of People Staying in Hotel and Motel Rooms During 1995 [(20 x 5) x 21]	Number of Hotel and Motel Rooms in 1996 (u)	Peak Occupancy Rate for 1996 (x)
Lower Keys												
1	0	0	91.4%	0	0	86.4%	0	0	84.3%	0	0	86.7%
2	80	35	91.4%	87	35	86.4%	83	35	84.3%	81	35	86.7%
3	126	55	91.4%	137	55	86.4%	130	55	84.3%	127	55	86.7%
4a	244	106	91.4%	264	106	86.4%	250	106	84.3%	244	106	86.7%
4b	0	0	91.4%	0	0	86.4%	0	0	84.3%	0	0	86.7%
5	126	55	91.4%	137	55	86.4%	130	55	84.3%	127	55	86.7%
6	0	0	91.4%	0	0	86.4%	0	0	84.3%	0	0	86.7%
Subtotal	577	251	91.4%	626	251	86.4%	592	251	84.3%	578	251	86.7%
Middle Keys												
7	1,586	690	91.4%	1,722	690	86.4%	1,628	690	84.3%	1,588	690	86.7%
8	814	354	91.4%	883	354	86.4%	835	354	84.3%	815	354	86.7%
9	120	52	91.4%	130	52	86.4%	123	52	84.3%	120	52	86.7%
10	103	45	91.4%	112	45	86.4%	106	45	84.3%	104	45	86.7%
11	64	40	91.4%	100	40	86.4%	94	40	84.3%	92	40	86.7%
12a	232	101	91.4%	252	101	88.4%	238	101	84.3%	232	101	86.7%
12b	678	295	91.4%	736	295	86.4%	696	295	84.3%	679	295	86.7%
13	1,816	790	91.4%	1,971	790	88.4%	1,863	790	84.3%	1,818	790	86.7%
Subtotal	5,413	2,367	91.4%	5,908	2,367	88.4%	5,583	2,367	84.3%	5,447	2,367	86.7%
Upper Keys												
14	228	99	91.4%	247	99	86.4%	234	99	84.3%	228	99	86.7%
15	230	100	91.4%	250	100	86.4%	236	100	84.3%	230	100	86.7%
16	676	294	91.4%	734	294	86.4%	693	294	84.3%	677	294	86.7%
17	1,126	490	91.4%	1,223	490	86.4%	1,156	490	84.3%	1,128	490	86.7%
18	343	266	91.4%	664	266	86.4%	627	266	84.3%	612	266	86.7%
19-20 (g)	191	83	91.4%	207	83	86.4%	196	83	84.3%	191	83	86.7%
21	328	142	91.4%	354	142	86.4%	335	142	84.3%	327	142	86.7%
22	0	0	91.4%	0	0	86.4%	0	0	84.3%	0	0	86.7%
Subtotal	3,119	1,474	91.4%	3,678	1,474	88.4%	3,477	1,474	84.3%	3,392	1,474	86.7%
UNINC. TOTAL	9,110	4,092	91.4%	10,210	4,092	86.4%	9,652	4,092	84.3%	9,417	4,092	86.7%
Village of Islamorada	-	-	-	-	-	-	-	-	-	-	-	-
City of Layton	55	24	91.4%	60	24	86.4%	57	24	84.3%	55	24	86.7%
City of Key Colony B.	92	40	91.4%	100	40	86.4%	94	40	84.3%	92	40	86.7%
City of Marathon	-	-	-	-	-	-	-	-	-	-	-	-
City of Key West (p)	12,407	5,074	91.4%	13,468	5,074	88.4%	12,731	5,074	84.3%	12,422	5,074	86.7%
COUNTY TOTAL (q)	21,663	9,230	91.4%	23,838	9,230	86.4%	22,534	9,230	84.3%	21,986	9,230	86.7%

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: State of Florida Department of Business and Professional Regulation; TDC Visitor Profiles:Florida Keys/Key West Technical Appendix; ROGO Ordinance Guidelines

Peak Number of People in Hotels and Motels

1	25	26	27	28	29	30	31	32	33	34	35
PAED	Peak Number of People Staying in Hotel and Motel Rooms During 1995 [(23 x 5) x 24]	Number of Hotel and Motel Rooms in 1997 (u)	Peak Occupancy Rate for 1997 (x)	Peak Number of People Staying in Hotel and Motel Rooms During 1997 [(26 x 5) x 27]	Number of Hotel and Motel Rooms in 1998 (u)	Peak Occupancy Rate for 1998 (x)	Peak Number of People Staying in Hotel and Motel Rooms During 1998] (29 x 5) x 30]	Number of Hotel and Motel Rooms in 1999 (y)	Peak Occupancy Rate for 1999 (x)	Peak Number of People Staying in Hotel and Motel Rooms During 1999 [(32 x 5) x 33]	Average Peak Occupancy Rate [(6 + 9 + 12 + 15 + 18 + 21 + 24 + 27 + 30 + 33) / # of Observations]
Lower Keys											
1	0	0	86.7%	0	0	81.5%	0	0	82.1%	0	86.0%
2	83	35	86.7%	83	35	81.5%	78	35	82.1%	78	86.0%
3	130	55	86.7%	130	55	81.5%	122	55	82.1%	123	86.0%
4a	251	106	86.7%	251	106	81.5%	236	106	82.1%	238	86.0%
4b	0	0	86.7%	0	0	81.5%	0	0	82.1%	0	86.0%
5	130	55	86.7%	130	55	81.5%	122	55	82.1%	123	86.0%
6	0	0	86.7%	0	0	81.5%	0	0	82.1%	0	86.0%
Subtotal	594	251	86.7%	594	251	81.5%	558	251	82.1%	563	86.0%
Middle Keys											
7	1,633	690	86.7%	1,633	690	81.5%	1,635	772	82.1%	1,730	86.0%
8	838	354	86.7%	838	354	81.5%	788	354	82.1%	793	86.0%
9	123	52	86.7%	123	52	81.5%	116	52	82.1%	117	86.0%
10	107	65	86.7%	154	186	81.5%	414	198	82.1%	444	86.0%
11	95	40	86.7%	95	40	81.5%	89	40	82.1%	90	86.0%
12a	239	101	86.7%	239	-	-	-	-	-	-	-
12b	698	295	86.7%	698	-	-	-	-	-	-	-
13	1,870	790	86.7%	1,870	-	-	-	-	-	-	-
Subtotal	5,602	2,387	86.7%	5,650	1,322	81.5%	2,941	1,416	82.1%	3,174	86.0%
Upper Keys											
14	234	99	86.7%	234	-	-	-	-	-	-	-
15	237	100	86.7%	237	100	81.5%	222	100	82.1%	224	86.0%
16	696	294	86.7%	696	294	81.5%	654	294	82.1%	659	86.0%
17	1,160	490	86.7%	1,160	490	81.5%	1,090	490	82.1%	1,098	86.0%
18	630	266	86.7%	630	266	81.5%	592	266	82.1%	596	86.0%
19-20 (g)	196	83	86.7%	196	83	81.5%	185	83	82.1%	188	86.0%
21	336	142	86.7%	336	142	81.5%	316	142	82.1%	318	86.0%
22	0	0	86.7%	0	0	81.5%	0	0	82.1%	0	86.0%
Subtotal	3,489	1,474	86.7%	3,489	1,375	81.5%	3,059	1,375	82.1%	3,082	86.0%
UNINC. TOTAL	9,685	4,112	86.7%	9,733	2,948	81.5%	6,559	3,042	82.1%	6,818	86.0%
Village of Islamorada	-	-	-	-	1,285	81.5%	2,859	1,285	82.1%	2,880	86.0%
City of Layton	57	24	86.7%	57	24	81.5%	53	24	82.1%	54	86.0%
City of Key Colony B.	95	40	86.7%	95	40	81.5%	89	40	82.1%	90	86.0%
City of Marathon	-	-	-	-	-	-	-	-	-	-	-
City of Key West (p)	12,775	5,074	86.7%	12,775	5,074	81.5%	12,009	5,074	82.1%	12,097	86.0%
COUNTY TOTAL (q)	22,612	9,250	86.7%	22,659	9,371	81.5%	21,570	9,465	82.1%	21,939	86.0%

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1	36	37	38	39	40	41	42	43	44	45
PAED	Number of Hotel and Motel Rooms in 2000 (y)	Peak Number of People Staying in Hotel and Motel Rooms During 2000 [(36 x 5) ÷ 35]	Number of Hotel and Motel Rooms in 2001 (y)	Peak Number of People Staying in Hotel and Motel Rooms During 2001 [(38 x 5) ÷ 35]	Number of Hotel and Motel Rooms in 2002 (y)	Peak Number of People Staying in Hotel and Motel Rooms During 2002 [(40 x 5) x 35]	Number of Hotel and Motel Rooms in 2003 (z)	Peak Number of People Staying in Hotel and Motel Rooms During 2003 [(42 x 5) ÷ 35]	Peak Number of People Staying in Hotel and Motel Rooms During 2004 (ee) [(42 x 5) x 35]	Peak Number of People Staying in Hotel and Motel Rooms During 2005 (ee) [(42 x 5) x 35]
Lower Keys										
1	0	0	0	0	0	0	0	0	0	0
2	35	82	35	82	35	82	35	82	82	82
3	55	129	55	129	55	129	55	129	129	129
4a	106	249	106	249	106	249	106	249	249	249
4b	0	0	0	0	0	0	0	0	0	0
5	55	129	55	129	55	129	55	129	129	129
6	0	0	0	0	0	0	0	0	0	0
Subtotal	251	589	251	589	251	589	251	589	589	589
Middle Keys										
7	-	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-	-
9	-	-	-	-	-	-	-	-	-	-
10	222	521	246	578	270	634	270	634	634	634
11	40	94	40	94	40	94	40	94	94	94
12a	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-
Subtotal	262	615	286	672	310	728	310	728	3,494	3,494
Upper Keys										
14	-	-	-	-	-	-	-	-	-	-
15	100	235	100	235	100	235	100	235	235	235
16	294	690	294	690	294	690	316	742	742	742
17	490	1,151	490	1,151	490	1,151	490	1,151	1,151	1,151
18	266	625	266	625	266	625	266	625	625	625
19-20 (g)	83	195	83	195	83	195	83	195	195	195
21	142	333	142	333	142	333	142	333	333	333
22	0	0	0	0	0	0	0	0	0	0
Subtotal	1,375	3,229	1,375	3,229	1,375	3,229	1,397	3,280	3,280	3,280
UNINC. TOTAL	1,888	4,433	1,912	4,490	1,936	4,546	1,958	4,598	7,364	7,364
Village of Islamorada	1,285	3,017	1,285	3,017	1,285	3,017	1,285	3,017	3,017	3,017
City of Layton	24	56	24	56	24	56	24	56	56	56
City of Key Colony B.	40	94	40	94	40	94	40	94	94	94
City of Marathon	1,178	2,766	1,178	2,766	1,178	2,766	1,178	2,766	2,766	2,766
City of Key West (p)	5,074	12,673	5,074	12,673	5,074	12,673	5,074	12,673	11,914	11,914
COUNTY TOTAL (q)	9,489	23,040	9,513	23,096	9,537	23,153	9,559	23,204	25,211	25,211

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: State of Florida Department of Business and Professional Regulation; TDC Visitor Profiles:Florida Keys/Key West Technical Appendix; ROGO Ordinance Guidelines

Peak Number of People in Hotels and Motels

1	46	47	48	49	50	51	52	53	54	55
PAED	Peak Number of People Staying in Hotel and Motel Rooms During 2006 (ea) [[42 x 5] x 35]	Peak Number of People Staying in Hotel and Motel Rooms During 2007 [46 + (46 x 0.10%)]	Peak Number of People Staying in Hotel and Motel Roomx During 2008 [47 + (47 x 0.10%)]	Peak Number of People Staying in Hotel and Motel Rooms During 2009] 48 + (48 x 0.10%)]	Peak Number of People Staying in Hotel and Motal Rooms During 2010 [49 + (49 x 0.10%)]	Peak Number of People Staying in Hotel and Motel Roome During 2011 [50 + (50 x 0.10%)]	Peak Number of People Staying in Hotel and Motal Rooms During 2012 [51 + (51 x 0.10%)]	Peak Number of People Staying in Hotel and Motel Rooms During 2013] 52 + (52 x 0.10%)]	Peak Number of People Staying in Hotel and Motal Rooms During 2014 [53 + (53 x 0.10%)]	Peak Number of People Staying in Hotel and Motel Rooms During 2015 [54 + (54 x 0.10%)]
Lower Keys										
1	0	0	0	0	0	0	0	0	0	0
2	82	82	82	82	83	83	83	83	83	83
3	129	129	129	130	130	130	130	130	130	130
4a	249	249	249	250	250	250	250	251	251	251
4b	0	0	0	0	0	0	0	0	0	0
5	129	129	129	130	130	130	130	130	130	130
6	0	0	0	0	0	0	0	0	0	0
Subtotal	589	590	591	591	592	592	593	594	594	595
Middle Keys										
7	-	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-	-
9	-	-	-	-	-	-	-	-	-	-
10	634	635	635	636	637	637	638	638	639	640
11	94	94	94	94	94	94	94	95	95	95
12a	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-
Subtotal	3,494	729	729	730	731	732	732	733	734	734
Upper Keys										
14	-	-	-	-	-	-	-	-	-	-
15	235	235	235	236	236	236	236	236	237	237
16	742	743	743	744	745	746	746	747	748	749
17	1,151	1,152	1,153	1,154	1,155	1,156	1,157	1,159	1,160	1,161
18	625	625	626	626	627	628	628	629	630	630
19-20 (g)	195	195	195	195	196	196	196	196	198	197
21	333	334	334	334	335	336	335	336	336	336
22	0	0	0	0	0	0	0	0	0	0
Subtotal	3,280	3,284	3,287	3,290	3,293	3,297	3,300	3,303	3,307	3,310
UNINC. TOTAL	7,364	4,602	4,607	4,611	4,616	4,621	4,625	4,630	4,634	4,639
Village of Islamorada	3,017	3,020	3,023	3,026	3,029	3,032	3,035	3,038	3,041	3,044
City of Layton	56	56	56	57	57	57	57	57	57	57
City of Key Colony B.	94	94	94	94	94	94	94	95	95	95
City of Marathon	2,766	2,769	2,772	2,774	2,777	2,780	2,783	2,785	2,788	2,791
City of Key West (p)	11,914	11,926	11,938	11,950	11,962	11,974	11,986	11,998	12,010	12,022
COUNTY TOTAL (q)	25,211	22,467	22,490	22,512	22,535	22,557	22,580	22,602	22,625	22,648

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: State of Florida Department of Business and Professional Regulation; TDC Visitor Profiles:Florida Keys/Key West Technical Appendix; ROGO Ordinance Guidelines

Appendix 8

Peak Population in Campsites and Recreational Vehicles by PAED from 1990 to 2015

Peak Number of People In Campsites and Recreational Vehicles

1	2	3	4	5	6	7	8	9	10	11	12
PAED	1990 Census Tract (s)	1990 Census Block Groups	Total Number of Campsite and Recreational Vehicle Sites (ab)	Peak Number of Persons Per Site or Vehicle (ac)	Peak Utilization Rate (ad)	1990 Peak Number of Persons Staying in RVs or Campsites [(4 x 5) x 6]	1991 Peak Number of Persons Staying in RVs or Campsites [(4 x 5) x 6]	1992 Peak Number of Persons Staying in RVs or Campsites [(4 x 5) x 6]	1993 Peak Number of Persons Staying in RVs or Campsites [(4 x 5) x 6]	1994 Peak Number of Persons Staying in RVs or Campsites [(4 x 5) x 6]	1995 Peak Number of Persons Staying in RVs or Campsites [(4 x 5) x 6]
Lower Keys											
1	9718 & 9719 pt.	N/A	217	2.93	94.31%	600	600	600	600	600	600
2	9717	N/A	179	2.93	94.31%	495	495	495	495	495	495
3	9716	N/A	394	2.93	94.31%	1,089	1,089	1,089	1,089	1,089	1,089
4a	9715	N/A	100	2.93	94.31%	276	276	276	276	276	276
4b	9714 pt.	BG 4 (a)	0	2.93	94.31%	0	0	0	0	0	0
5	9714 pt.	BG 1,2,3,4,5 (a)	459	2.93	94.31%	1,268	1,268	1,268	1,268	1,268	1,268
6	9714 pt. & 9713 pt.	9714 BG 1 (b)	590	2.93	94.31%	1,630	1,630	1,630	1,630	1,630	1,630
Subtotal	-	-	**1,939**	**2.93**	**94.31%**	**5,358**	**5,358**	**5,358**	**5,358**	**5,358**	**5,358**
Middle Keys											
7	9713, 9712, & 9711	N/A	609	2.93	94.31%	1,683	1,683	1,683	1,683	1,683	1,683
8	9710 pt.	BG 3 (c)	65	2.93	94.31%	180	180	180	180	180	180
9	9710 pt.	BG 2 (d)	220	2.93	94.31%	608	608	608	608	608	608
10	9710 pt.	BG 2 (d)	0	2.93	94.31%	0	0	0	0	0	0
11	9710 pt.	BG 1(e)	415	2.93	94.31%	1,147	1,147	1,147	1,147	1,147	1,147
12a	9709 pt.	BG 5	2	2.93	94.31%	6	6	6	6	6	6
12b	9709 pt.	BG 1,2 (f)	0	2.93	94.31%	0	0	0	0	0	0
13	9709 pt.	BG 1,2,3,4 (f)	85	2.93	94.31%	235	235	235	235	235	235
Subtotal	-	-	**1,396**	**2.93**	**94.31%**	**3,858**	**3,858**	**3,858**	**3,858**	**3,858**	**3,858**
Upper Keys											
14	9708	N/A	63	2.93	94.31%	174	174	174	174	174	174
15	9707	N/A	0	2.93	94.31%	0	0	0	0	0	0
16	9706	N/A	388	2.93	94.31%	1,072	1,072	1,072	1,072	1,072	1,072
17	9705	N/A	0	2.93	94.31%	0	0	0	0	0	0
18	9704	N/A	692	2.93	94.31%	1,912	1,912	1,912	1,912	1,912	1,912
19-20	9703	N/A	274	2.93	94.31%	757	757	757	757	757	757
21	9702.98 pt.	BG 1,2,3 (h)	43	2.93	94.31%	119	119	119	119	119	119
22	9701 pt.& 9702.98 pt.	BG 1 (h)	0	2.93	94.31%	0	0	0	0	0	0
Subtotal	-	-	**1,460**	**2.93**	**94.31%**	**4,034**	**4,034**	**4,034**	**4,034**	**4,034**	**4,034**
UNINC. TOTAL	-	-	**4,795**	**2.93**	**94.31%**	**13,250**	**13,250**	**13,250**	**13,250**	**13,250**	**13,250**
Village of Islamorada	9709	N/A	-	-	-	-	-	-	-	-	-
City of Layton	9710	BG 1	0	2.93	94.31%	0	0	0	0	0	0
City of Key Colony B.	9710	BG 3	0	2.93	94.31%	0	0	0	0	0	0
City of Marathon	9710-9713	N/A	-	-	-	-	-	-	-	-	-
City of Key West	9719-9726	N/A	106	2.93	94.31%	293	293	293	293	293	293
COUNTY TOTAL (q)	-	-	**4,901**	**2.93**	**94.31%**	**13,543**	**13,543**	**13,543**	**13,543**	**13,543**	**13,543**

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: TDC 1996 Visitor Profiles:Florida Keys/Key West Technical Appendix: Sampling Methodologies and Estimation Methods

1	13	14	15	16	17	18	19	20	21	22	23	24
PAEO	1996 Peak Number of Persons Staying in RVs or Campsites [(4 x 5) x 6]	1997 Peak Number of Persons Staying in RVs or Campsites [(4 x 5) x 6]	1998 Peak Number of Persons Staying in RVs or Campsites [(4 x 5) x 6]	1999 Peak Number of Persons Staying in RVs or Campsites [(4 x 5) x 6]	2000 Peak Number of Persons Staying in RVs or Campsites [(4 x 5) x 6]	2001 Peak Number of Persons Staying in RVs or Campsites [(4 x 5) x 6]	2002 Peak Number of Persons Staying in RVs or Campsites [(4 x 5) x 6]	2003 Peak Number of Persons Staying in RVs or Campsites [(4 x 5) x 6]	2004 Peak Number of Persons Staying in RVs or Campsites [(4 x 5) x 6]	2005 Peak Number of Persons Staying in RVs or Campsites [(4 x 5) x 6]	2006 Peak Number of Persons Staying in RVs or Campsites [(4 x 5) x 6]	2007 Peak Number of Persons Staying in RVs or Campsites 21 + (21 x 0.10%)
Lower Keys												
1	600	600	600	600	600	600	600	600	600	600	600	600
2	495	495	495	495	495	495	495	495	495	495	495	495
3	1,089	1,089	1,089	1,089	1,089	1,089	1,089	1,089	1,089	1,089	1,089	1,090
4a	276	276	276	276	276	276	276	276	276	276	276	277
4b	0	0	0	0	0	0	0	0	0	0	0	0
5	1,268	1,268	1,268	1,268	1,268	1,268	1,268	1,268	1,268	1,268	1,268	1,270
6	1,630	1,630	1,630	1,630	1,630	1,630	1,630	1,630	1,630	1,630	1,630	1,632
Subtotal	**5,358**	**5,358**	**5,358**	**5,358**	**5,358**	**5,358**	**5,358**	**5,358**	**5,358**	**5,358**	**5,358**	**5,363**
Middle Keys												
7	1,683	1,683	1,683	1,683	-	-	-	-	-	-	-	-
8	180	180	180	180	-	-	-	-	-	-	-	-
9	608	608	608	608	-	-	-	-	-	-	-	-
10	0	0	0	0	0	0	0	0	0	0	0	0
11	1,147	1,147	1,147	1,147	1,147	1,147	1,147	1,147	1,147	1,147	1,147	1,148
12a	6	6	-	-	-	-	-	-	-	-	-	-
12b	0	0	-	-	-	-	-	-	-	-	-	-
13	235	235	-	-	-	-	-	-	-	-	-	-
Subtotal	**3,858**	**3,858**	**3,617**	**3,617**	**1,147**	**1,147**	**1,147**	**1,147**	**1,147**	**1,147**	**1,147**	**1,148**
Upper Keys												
14	174	174	-	-	-	-	-	-	-	-	-	-
15	0	0	0	0	0	0	0	0	0	0	0	0
16	1,072	1,072	1,072	1,072	1,072	1,072	1,072	1,072	1,072	1,072	1,072	1,073
17	0	0	0	0	0	0	0	0	0	0	0	0
18	1,912	1,912	1,912	1,912	1,912	1,912	1,912	1,912	1,912	1,912	1,912	1,914
19-20	757	757	757	757	757	757	757	757	757	757	757	758
21	119	119	119	119	119	119	119	119	119	119	119	119
22	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal	**4,034**	**4,034**	**3,860**	**3,860**	**3,860**	**3,860**	**3,860**	**3,860**	**3,860**	**3,860**	**3,860**	**3,864**
UNINC. TOTAL	**13,250**	**13,250**	**12,835**	**12,835**	**10,365**	**10,365**	**10,365**	**10,365**	**10,365**	**10,365**	**10,365**	**10,375**
Village of Islamorada	-	-	415	415	415	415	415	415	415	415	415	415
City of Layton	0	0	0	0	0	0	0	0	0	0	0	0
City of Key Colony B.	0	0	0	0	0	0	0	0	0	0	0	0
City of Marathon	-	-	-	-	2,471	2,471	2,471	2,471	2,471	2,471	2,471	2,473
City of Key West	293	293	293	293	293	293	293	293	293	293	293	293
COUNTY TOTAL (q)	**13,543**	**13,543**	**13,543**	**13,543**	**13,544**	**13,544**	**13,544**	**13,544**	**13,544**	**13,544**	**13,544**	**13,558**

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: TDC 1996 Visitor Profiles:Florida Keys/Key West Technical Appendix: Sampling Methodologies and Estimation Methods

Peak Number of People in Campsites and Recreational Vehicles

1	25	26	27	28	29	30	31	32
PAED	2008 Peak Number of Persons Staying in RVs or Campsites 22 + (22 x 0.10%)	2009 Peak Number of Persons Staying in RVs or Campsites 23 + (23 x 0.10%)	2010 Peak Number of Persons Staying in RVs or Campsites 24 + (24 x 0.10%)	2011 Peak Number of Persons Staying in RVs or Campsites 25 + (25 x 0.10%)	2012 Peak Number of Persons Staying in RVs or Campsites 26 + (26 x 0.10%)	2013 Peak Number of Persons Staying in RVs or Campsites 27 + (27 x 0.10%)	2014 Peak Number of Persons Staying in RVs or Campsites 28 + (28 x 0.10%)	2015 Peak Number of Persons Staying in RVs or Campsites 29 + (29 x 0.10%)
Lower Keys								
1	601	601	602	603	603	604	604	605
2	496	496	497	497	498	498	499	499
3	1,091	1,092	1,093	1,094	1,095	1,096	1,097	1,099
4a	277	277	277	278	278	278	279	279
4b	0	0	0	0	0	0	0	0
5	1,271	1,272	1,273	1,275	1,276	1,277	1,279	1,280
6	1,634	1,635	1,637	1,639	1,640	1,642	1,643	1,645
Subtotal	**5,369**	**5,374**	**5,379**	**5,385**	**5,390**	**5,396**	**5,401**	**5,406**
Middle Keys								
7	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-
9	-	-	-	-	-	-	-	-
10	0	0	0	0	0	0	0	0
11	1,149	1,150	1,151	1,153	1,154	1,155	1,156	1,157
12a	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-
Subtotal	**1,149**	**1,150**	**1,151**	**1,153**	**1,154**	**1,155**	**1,156**	**1,157**
Upper Keys								
14	-	-	-	-	-	-	-	-
15	0	0	0	0	0	0	0	0
16	1,074	1,075	1,076	1,078	1,079	1,080	1,081	1,082
17	0	0	0	0	0	0	0	0
18	1,916	1,918	1,920	1,922	1,924	1,926	1,928	1,929
19-20	759	759	760	761	762	762	763	764
21	119	119	119	119	120	120	120	120
22	0	0	0	0	0	0	0	0
Subtotal	**3,868**	**3,872**	**3,876**	**3,880**	**3,884**	**3,887**	**3,891**	**3,895**
UNINC. TOTAL	**10,386**	**10,396**	**10,407**	**10,417**	**10,427**	**10,438**	**10,448**	**10,459**
Village of Islamorada	416	416	417	417	417	418	418	419
City of Layton	0	0	0	0	0	0	0	0
City of Key Colony B.	0	0	0	0	0	0	0	0
City of Marathon	2,476	2,478	2,481	2,483	2,486	2,488	2,491	2,493
City of Key West	293	294	294	294	295	295	295	296
COUNTY TOTAL (q)	**13,571**	**13,585**	**13,598**	**13,612**	**13,625**	**13,639**	**13,653**	**13,666**

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: TDC 1996 Visitor Profiles:Florida Keys/Key West Technical Appendix: Sampling Methodologies and Estimation Methods

Appendix 9

Peak Population Staying with Friends and/or Relatives by PAED from 1990 to 2015

Peak Number of Persons Staying with Friends and Relatives

1	2	3	4	5	6	7	8	9	10
PAED	1990 Census Tract (e)	1990 Census Block Groups	Peak Number of Persons Staying in Seasonal Dwelling Units During 1990 (ae)	Peak Number of Persons Staying in Hotel and Motel Rooms During 1990 (af)	1990 Peak Number of Persons Staying in RVs or Campsites (ag)	1990 Peak Number of Persons Staying with Friends and Relatives (ah) [(4+5+6)x 15.5%]	Peak Number of Persons Staying in Seasonal Dwelling Units During 1991 (ae)	Peak Number of People Staying in Hotel and Motel Rooms During 1991 (af)	1991 Peak Number of Persons Staying in RVs or Campsites (ag)
Lower Keys									
1	9718	N/A	115	0	600	111	116	0	600
2	9717	N/A	383	86	495	149	388	83	495
3	9716	N/A	237	134	1,089	226	241	131	1,089
4a	9715	N/A	1,800	259	276	362	1,860	253	276
4b	9714 pt.	BG 4 (a)	13	0	0	2	14	0	0
5	9714 pt.	BG 1,2,3,4,5 (a)	1,111	134	1,268	390	1,144	131	1,268
6	9714 pt. & 9713 pt.	9714 BG 1 (b)	0	0	1,630	253	0	0	1,630
Subtotal	-	-	**3,659**	**613**	**5,358**	**1,493**	**3,763**	**598**	**5,358**
Middle Keys									
7	9713, 9712, & 9711	N/A	2,091	1,686	1,683	846	2,102	1,644	1,683
8	9710 pt.	BG 3 (c)	533	865	180	245	539	844	180
9	9710 pt.	BG 2 (d)	244	127	608	152	246	124	608
10	9710 pt.	BG 2 (d)	183	110	0	45	186	107	0
11	9710 pt.	BG 1(e)	471	68	1,147	261	471	67	1,147
12a	9709 pt.	BG 5	796	247	6	162	820	241	6
12b	9709 pt.	BG 1,2 (f)	101	721	0	127	108	703	0
13	9709 pt.	BG 1,2,3,4 (f)	590	1,833	235	412	598	1,883	235
Subtotal	-	-	**5,009**	**5,656**	**3,858**	**2,251**	**5,070**	**5,613**	**3,858**
Upper Keys									
14	9708	N/A	2,126	242	174	394	2,189	236	174
15	9707	N/A	1,097	244	0	208	1,140	238	0
16	9706	N/A	2,121	718	1,072	606	2,127	701	1,072
17	9705	N/A	879	1,197	0	322	903	1,168	0
18	9704	N/A	1,317	364	1,912	557	1,331	355	1,912
19-20 (g)	9703	N/A	1,005	66	757	283	1,038	64	757
21	9702.98 pt.	BG 1,2,3 (h)	1,916	347	119	369	1,932	338	119
22	9701 pt. & 9702.98 pt.	BG 1 (h)	0	0	0	0	0	0	0
Subtotal	-	-	**10,460**	**3,179**	**4,034**	**2,739**	**10,661**	**3,101**	**4,034**
TOTAL	-	-	**19,128**	**9,448**	**13,250**	**6,483**	**19,494**	**9,312**	**13,250**
Village of Islamorada	9709	N/A	-	-	-	-	-	-	-
City of Layton	9710	BG 1	76	59	0	21	77	57	0
City of Key Colony B.	9710	BG 3	1,192	98	0	200	1,197	95	0
City of Marathon	9713-9710	N/A	-	-	-	-	-	-	-
City of Key West	9719-9726	N/A	2,139	13,188	293	2,421	2,153	12,864	293
COUNTY TOTAL (q)	-	-	**22,535**	**22,793**	**13,543**	**9,125**	**22,922**	**22,328**	**13,543**

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: 1990 Kearney/Centaur Tourism Study; 1996 Visitor Profiles:Florida Keys/Key West Technical Appendix; Monroe County Planning Department Population Tables

Peak Number of Persons Staying with Friends and Relatives

1	11	12	13	14	15	16	17	18	19	20
PAED	1991 Peak Number of Persons Staying with Friends and Relatives (ah) [[8 + 9 + 10] x 15.5%]	Peak Number of Persons Staying in Seasonal Dwelling Units During 1992 (ae)	Peak Number of People Staying in Hotel and Motel Rooms During 1992 (af)	1992 Peak Number of Persons Staying in RVs or Campsites (ag)	1992 Peak Number of Persons Staying with Friends and Relatives (ah) [[12 + 13 + 14] x 15.5%]	Peak Number of Persons Staying in Seasonal Dwelling Units During 1993 (ae)	Peak Number of People Staying in Hotel and Motel Rooms During 1993 (af)	1993 Peak Number of Persons Staying in RVs or Campsites (ag)	1993 Peak Number of Persons Staying with Friends and Relatives (ah) [[18 + 17 + 18] x 15.5%]	Peak Number of Persons Staying in Seasonal Dwelling Units During 1994 (ae)
Lower Keys										
1	111	116	0	600	111	116	0	600	111	117
2	150	390	80	495	150	391	87	495	151	395
3	226	246	126	1,089	227	253	137	1,089	229	258
4a	370	1,903	244	276	376	1,949	264	276	386	1,990
4b	2	15	0	0	2	16	0	0	3	17
5	394	1,166	126	1,268	397	1,198	137	1,268	404	1,216
6	253	0	0	1,630	253	0	0	1,630	253	0
Subtotal	**1,506**	**3,836**	**577**	**5,358**	**1,514**	**3,923**	**626**	**5,358**	**1,536**	**3,993**
Middle Keys										
7	842	2,116	1,586	1,683	835	2,125	1,722	1,683	857	2,134
8	242	542	814	160	238	547	883	180	250	552
9	152	248	120	608	151	251	130	608	153	252
10	45	189	103	0	45	192	112	0	47	195
11	261	472	64	1,147	261	473	100	1,147	267	473
12a	185	849	232	6	168	860	252	6	173	871
12b	126	108	678	0	122	108	736	0	131	108
13	421	602	1,816	235	411	610	1,971	235	436	611
Subtotal	**2,254**	**5,126**	**5,413**	**3,858**	**2,232**	**5,167**	**5,906**	**3,858**	**2,314**	**5,196**
Upper Keys										
14	403	2,232	228	174	408	2,262	247	174	416	2,287
15	214	1,151	230	0	214	1,188	250	0	223	1,224
16	604	2,133	676	1,072	602	2,139	734	1,072	611	2,150
17	321	926	1,126	0	318	970	1,223	0	340	989
18	558	1,339	343	1,912	557	1,380	664	1,912	613	1,386
19-20 (g)	288	1,059	191	757	311	1,075	207	757	316	1,080
21	370	1,945	326	119	371	1,957	354	119	377	1,961
22	0	0	0	0	0	0	0	0	0	0
Subtotal	**2,758**	**10,786**	**3,119**	**4,034**	**2,781**	**10,970**	**3,678**	**4,034**	**2,896**	**11,077**
TOTAL	**6,519**	**19,748**	**9,110**	**13,250**	**6,527**	**20,060**	**10,210**	**13,250**	**6,746**	**20,265**
Village of Islamorada	-	-	-	-	-	-	-	-	-	-
City of Layton	21	78	55	0	21	78	60	0	21	79
City of Key Colony B.	200	1,212	92	0	202	1,233	100	0	207	1,241
City of Marathon	-	-	-	-	-	-	-	-	-	-
City of Key West	2,373	2,167	12,407	293	2,304	2,181	13,468	293	2,471	2,195
COUNTY TOTAL (q)	**9,113**	**23,205**	**21,663**	**13,543**	**9,054**	**23,553**	**23,838**	**13,543**	**9,445**	**23,781**

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: 1990 Kearney/Centaur Tourism Study; 1996 Visitor Profiles:Florida Keys/Key West Technical Appendix; Monroe County Planning Department Population Tables

Peak Number of Persons Staying with Friends and Relatives

1	21	22	23	24	25	26	27	28	29	30
PAED	Peak Number of People Staying in Hotel and Motel Rooms During 1994 (ef)	1994 Peak Number of Persons Staying in RVs or Campsites (eg)	1994 Peak Number of Persons Staying with Friends and Relatives (eh) [(20 + 21 + 22) x 15.5%]	Peak Number of Persons Staying in Seasonal Dwelling Units During 1995 (ae)	Peak Number of People Staying in Hotel and Motel Rooms During 1995 (af)	1995 Peak Number of Persons Staying in RVs or Campsites (eg)	1995 Peak Number of Persons Staying with Friends and Relatives (eh) [(24 + 25 + 26) x 15.5%]	Peak Number of Persons Staying in Seasonal Dwelling Units During 1996 (ae)	Peak Number of People Staying in Hotel and Motel Rooms During 1996 (ef)	1996 Peak Number of Persons Staying in RVs or Campsites (eg)
Lower Keys										
1	0	600	111	117	0	600	111	118	0	600
2	83	495	151	397	81	495	151	400	83	495
3	130	1,089	229	262	127	1,089	229	267	130	1,089
4a	250	276	390	2,038	244	276	397	2,083	251	276
4b	0	0	3	17	0	0	3	17	0	0
5	130	1,268	405	1,232	127	1,268	407	1,253	130	1,268
6	0	1,630	253	0	0	1,630	253	0	0	1,630
Subtotal	**592**	**5,358**	**1,541**	**4,063**	**578**	**5,358**	**1,550**	**4,138**	**594**	**5,358**
Middle Keys										
7	1,628	1,683	844	2,145	1,588	1,683	839	2,152	1,633	1,683
8	835	180	243	556	815	180	240	561	838	180
9	123	608	152	254	120	608	152	257	123	608
10	106	0	47	196	104	0	46	196	107	0
11	94	1,147	266	473	92	1,147	265	492	95	1,147
12a	238	6	173	885	232	6	174	895	239	6
12b	696	0	125	110	679	0	122	110	698	0
13	1,863	235	420	613	1,818	235	413	615	1,870	235
Subtotal	**5,583**	**3,858**	**2,269**	**5,233**	**5,447**	**3,858**	**2,253**	**5,277**	**5,602**	**3,858**
Upper Keys										
14	234	174	418	2,310	228	174	420	2,327	234	174
15	236	0	226	1,229	230	0	226	1,239	237	0
16	693	1,072	607	2,158	677	1,072	606	2,164	696	1,072
17	1,156	0	333	1,007	1,128	0	331	1,025	1,160	0
18	627	1,912	608	1,394	612	1,912	607	1,402	630	1,912
19-20 (g)	196	757	315	1,086	191	757	315	1,094	196	757
21	335	119	374	1,969	327	119	374	1,988	336	119
22	0	0	0	0	0	0	0	0	0	0
Subtotal	**3,477**	**4,034**	**2,881**	**11,154**	**3,392**	**4,034**	**2,880**	**11,238**	**3,489**	**4,034**
TOTAL	**9,652**	**13,250**	**6,691**	**20,450**	**9,417**	**13,250**	**6,683**	**20,654**	**9,685**	**13,250**
Village of Islamorada	-	-	-	-	-	-	-	-	-	-
City of Layton	57	0	21	80	55	0	21	81	57	0
City of Key Colony B.	94	0	207	1,259	92	0	209	1,265	95	0
City of Marathon	-	-	-	-	-	-	-	-	-	-
City of Key West	12,731	293	2,359	2,210	12,422	293	2,313	2,224	12,775	293
COUNTY TOTAL (q)	**22,534**	**13,543**	**9,278**	**23,999**	**21,986**	**13,543**	**9,227**	**24,224**	**22,612**	**13,543**

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: 1990 Kearney/Centaur Tourism Study; 1996 Visitor Profiles:Florida Keys/Key West Technical Appendix; Monroe County Planning Department Population Tables

1	31	32	33	34	35	36	37	38	39	40
PAED	1996 Peak Number of Persons Staying with Friends and Relatives (ah) [(28 + 29 + 30) x 15.5%]	Peak Number of Persons Staying in Seasonal Dwelling Units During 1997 (se)	Peak Number of People Staying in Hotel and Motel Rooms During 1997 (ef)	1997 Peak Number of Persons Staying in RVs or Campsites (eg)	1997 Peak Number of Persons Staying with Friends and Relatives (ah) [(32 + 33 + 34) x 15.5%]	Peak Number of Persons Staying in Seasonal Dwelling Units During 1998 (se)	Peak Number of People Staying in Hotel and Motel Rooms During 1998 (ef)	1998 Peak Number of Persons Staying in RVs or Campsites (eg)	1998 Peak Number of Persons Staying with Friends and Relatives (ah) (36 + 37 + 38) x 15.5%	Peak Number of Persons Staying in Seasonal Dwelling Units During 1999 (se)
Lower Keys										
1	111	118	0	600	111	119	0	600	111	119
2	152	402	83	495	152	404	78	495	151	405
3	230	271	130	1,089	231	274	122	1,089	230	278
4a	405	2,123	251	276	411	2,153	236	276	413	2,172
4b	3	19	0	0	3	19	0	0	3	19
5	411	1,260	130	1,268	412	1,267	122	1,268	412	1,269
6	253	0	0	1,630	253	0	0	1,630	253	0
Subtotal	**1,564**	**4,193**	**594**	**5,358**	**1,572**	**4,236**	**558**	**5,358**	**1,574**	**4,263**
Middle Keys										
7	848	2,161	1,633	1,683	849	2,167	1,535	1,683	835	2,173
8	245	564	838	180	245	567	788	180	238	570
9	153	259	123	608	153	259	116	608	152	260
10	47	198	154	0	54	198	414	0	95	199
11	269	497	95	1,147	270	497	89	1,147	269	497
12a	177	900	239	6	177	-	-	-	-	-
12b	125	111	698	0	125	-	-	-	-	-
13	422	616	1,870	235	422	-	-	-	-	-
Subtotal	**2,284**	**5,306**	**5,650**	**3,858**	**2,296**	**3,690**	**2,941**	**3,617**	**1,588**	**3,699**
Upper Keys										
14	424	2,358	234	174	429	-	-	-	-	-
15	229	1,241	237	0	229	1,244	222	0	227	1,248
16	609	2,167	696	1,072	610	2,172	654	1,072	604	2,175
17	339	1,038	1,160	0	341	1,054	1,090	0	332	1,062
18	811	1,412	630	1,912	613	1,419	592	1,912	608	1,424
19-20 (g)	317	1,099	196	757	318	1,104	185	757	317	1,109
21	379	2,000	336	119	380	2,028	316	119	382	2,056
22	0	0	0	0	0	0	0	0	0	0
Subtotal	**2,908**	**11,315**	**3,489**	**4,034**	**2,920**	**9,020**	**3,059**	**3,860**	**2,471**	**9,074**
TOTAL	**6,756**	**20,813**	**9,733**	**13,250**	**6,788**	**16,946**	**6,559**	**12,835**	**5,633**	**17,036**
Village of Islamorada	-	-	-	-	-	3,998	2,859	415	1,127	4,025
City of Layton	21	82	57	0	22	83	53	0	21	84
City of Key Colony B.	211	1,276	95	0	212	1,294	89	0	214	1,312
City of Marathon	-	-	-	-	-	-	-	-	-	-
City of Key West	2,370	2,238	12,775	293	2,372	2,252	12,009	293	2,256	2,266
COUNTY TOTAL (q)	**9,359**	**24,409**	**22,659**	**13,543**	**9,395**	**24,572**	**21,570**	**13,543**	**9,251**	**24,723**

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: 1990 Kearney/Centaur Tourism Study; 1996 Visitor Profiles:Florida Keys/Key West Technical Appendix; Monroe County Planning Department Population Tables

Peak Number of Persons Staying with Friends and Relatives

1	41	42	43	44	45	46	47	48	49	50
PAED	Peak Number of People Staying in Hotel and Motel Rooms During 1999 (af)	1999 Peak Number of Persons Staying in RVs or Campsites (ag)	1999 Peak Number of Persons Staying with Friends and Relatives (ah) (40 + 41 + 42) x 15.5%	Peak Number of Persons Staying in Seasonal Dwelling Units During 2000 (ae)	Peak Number of People Staying in Hotel and Motel Rooms During 2000 (af)	2000 Peak Number of Persons Staying in RVs or Campsites (ag)	2000 Peak Number of Persons Staying with Friends and Relatives (ah) (44 + 45 + 46) x 15.5%	Peak Number of Persons Staying in Seasonal Dwelling Units During 2001 (ae)	Peak Number of People Staying in Hotel and Motel Rooms During 2001 (af)	2001 Peak Number of Persons Staying in RVs or Campsites (ag)
Lower Keys										
1	0	600	111	120	0	600	111	120	0	600
2	78	495	152	407	82	495	152	408	82	495
3	123	1,089	231	281	129	1,089	232	284	129	1,089
4a	238	276	416	2,198	249	276	422	2,225	249	276
4b	0	0	3	20	0	0	3	20	0	0
5	123	1,268	412	1,282	129	1,268	415	1,294	129	1,268
6	0	1,630	253	0	0	1,630	253	0	0	1,630
Subtotal	**563**	**5,358**	**1,578**	**4,307**	**589**	**5,358**	**1,589**	**4,351**	**589**	**5,358**
Middle Keys										
7	1,730	1,683	866	-	-	-	-	-	-	-
8	793	180	239	-	-	-	-	-	-	-
9	117	608	153	-	-	-	-	-	-	-
10	444	0	100	201	521	0	112	203	578	0
11	90	1,147	269	501	94	1,147	270	504	94	1,147
12a	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-
Subtotal	3,174	3,617	1,626	702	615	1,147	382	708	672	1,147
Upper Keys										
14	-	-	-	-	-	-	-	-	-	-
15	224	0	228	1,257	235	0	231	1,266	235	0
16	659	1,072	605	2,177	690	1,072	611	2,180	690	1,072
17	1,098	0	335	1,071	1,151	0	344	1,080	1,151	0
18	596	1,912	610	1,429	625	1,912	615	1,434	625	1,912
19-20 (g)	186	757	318	1,114	195	757	320	1,119	195	757
21	318	119	386	2,063	333	119	390	2,071	333	119
22	0	0	0	0	0	0	0	0	0	0
Subtotal	**3,082**	**3,860**	**2,483**	**9,112**	**3,229**	**3,860**	**2,511**	**9,150**	**3,229**	**3,860**
TOTAL	**6,818**	**12,835**	**5,687**	**14,121**	**4,433**	**10,365**	**4,482**	**14,208**	**4,490**	**10,365**
Village of Islamorada	2,880	415	1,135	4,041	3,017	415	1,158	4,057	3,017	415
City of Layton	54	0	21	85	56	0	22	86	56	0
City of Key Colony B.	90	0	217	1,327	94	0	220	1,341	94	0
City of Marathon	-	-	-	3,008	2,766	2,471	1,278	3,018	2,766	2,471
City of Key West	12,097	293	2,272	2,280	12,673	293	2,363	2,293	12,673	293
COUNTY TOTAL (q)	**21,939**	**13,543**	**9,332**	**24,860**	**23,040**	**13,544**	**9,524**	**25,003**	**23,096**	**13,544**

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: 1990 Kearney/Centaur Tourism Study: 1996 Visitor Profiles:Florida Keys/Key West Technical Appendix: Monroe County Planning Department Population Tables

1	51	52	53	54	55	56	57	58	59
PAED	2001 Peak Number of Persons Staying with Friends and Relatives (ah) (48 + 49 + 50) x 15.5%	Peak Number of Persons Staying in Seasonal Dwelling Units During 2002 (as)	Peak Number of People Staying in Hotel and Motel Rooms During 2002 (af)	2002 Peak Number of Persons Staying in RVs or Campsites (ag)	2002 Peak Number of Persons Staying with Friends and Relatives (ah) (52 + 53 + 54) x 15.5%	Peak Number of Persons Staying in Seasonal Dwelling Units During 2003 (as)	Peak Number of People Staying in Hotel and Motel Rooms During 2003 (af)	2003 Peak Number of Persons Staying in RVs or Campsites (ag)	2003 Peak Number of Persons Staying with Friends and Relatives (ah) (56 + 55 + 56) x 15.5%
Lower Keys									
1	112	120	0	600	112	120	0	600	112
2	153	410	82	495	153	411	82	495	153
3	233	287	129	1,089	233	290	129	1,089	234
4a	426	2,251	249	276	430	2,278	249	276	434
4b	3	21	0	0	3	22	0	0	3
5	417	1,306	129	1,268	419	1,318	129	1,268	421
6	253	0	0	1,630	253	0	0	1,630	253
Subtotal	**1,596**	**4,395**	**589**	**5,358**	**1,603**	**4,438**	**589**	**5,358**	**1,610**
Middle Keys									
7	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-
9	-	-	-	-	-	-	-	-	-
10	121	206	634	0	130	208	634	0	130
11	270	508	94	1,147	271	511	94	1,147	272
12a	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-
Subtotal	**392**	**713**	**728**	**1,147**	**401**	**719**	**728**	**1,147**	**402**
Upper Keys									
14	-	-	-	-	-	-	-	-	-
15	233	1,276	235	0	234	1,285	235	0	236
16	611	2,182	690	1,072	611	2,185	742	1,072	620
17	346	1,089	1,151	0	347	1,098	1,151	0	348
18	615	1,439	625	1,912	616	1,444	625	1,912	617
19-20 (g)	321	1,124	195	757	322	1,129	195	757	323
21	391	2,078	333	119	392	2,085	333	119	393
22	0	0	0	0	0	0	0	0	0
Subtotal	**2,517**	**9,188**	**3,229**	**3,860**	**2,523**	**9,225**	**3,280**	**3,860**	**2,537**
TOTAL	**4,505**	**14,295**	**4,546**	**10,365**	**4,527**	**14,383**	**4,598**	**10,365**	**4,549**
Village of Islamorada	1,161	4,073	3,017	415	1,163	4,088	3,017	415	1,166
City of Layton	22	87	56	0	22	88	56	0	22
City of Key Colony B.	222	1,355	94	0	225	1,370	94	0	227
City of Marathon	1,280	3,029	2,766	2,471	1,281	3,039	2,766	2,471	1,283
City of Key West	2,365	2,307	12,673	293	2,367	2,316	12,673	293	2,369
COUNTY TOTAL (q)	**9,555**	**25,146**	**23,153**	**13,544**	**9,586**	**25,284**	**23,204**	**13,544**	**9,615**

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: 1990 Kearney/Centaur Tourism Study; 1996 Visitor Profiles:Florida Keys/Key West Technical Appendix; Monroe County Planning Department Population Tables

Peak Number of Persons Staying with Friends and Relatives

1	60	61	62	63	64	65	66	67	68	69
PAED	Peak Number of Persons Staying in Seasonal Dwelling Units During 2004 (se)	Peak Number of People Staying in Hotel and Motel Rooms During 2004 (af)	2004 Peak Number of Persons Staying in RVs or Campsites (ag)	2004 Peak Number of Persons Staying with Friends and Relatives (ah) (60 + 61 + 62) x 15.5%	Peak Number of Persons Staying in Seasonal Dwelling Units During 2005 (o) (se)	Peak Number of People Staying in Hotel and Motel Rooms During 2005 (af)	2005 Peak Number of Persons Staying in RVs or Campsites (ag)	2005 Peak Number of Persons Staying with Friends and Relatives (ah) (64 + 65 + 66) x 15.5%	Peak Number of Persons Staying in Seasonal Dwelling Units During 2006 (o) (se)	Peak Number of People Staying in Hotel and Motel Rooms During 2006 (af)
Lower Keys										
1	121	0	600	112	121	0	600	112	121	0
2	414	82	495	154	415	82	495	154	417	82
3	294	129	1,089	234	298	129	1,089	235	302	129
4a	2,319	249	276	441	2,359	249	276	447	2,398	249
4b	22	0	0	3	23	0	0	4	24	0
5	1,335	129	1,268	424	1,352	129	1,268	426	1,367	129
6	0	0	1,630	253	0	0	1,630	253	0	0
Subtotal	**4,506**	**589**	**5,358**	**1,620**	**4,570**	**589**	**5,358**	**1,630**	**4,630**	**589**
Middle Keys										
7	-	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-	-
9	-	-	-	-	-	-	-	-	-	-
10	210	634	0	131	212	634	0	131	213	634
11	514	94	1,147	272	517	94	1,147	272	519	94
12a	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-
Subtotal	**724**	**3,494**	**1,147**	**403**	**729**	**3,494**	**1,147**	**404**	**733**	**3,494**
Upper Keys										
14	-	-	-	-	-	-	-	-	-	-
15	1,301	235	0	238	1,316	235	0	240	1,330	235
16	2,190	742	1,072	621	2,192	742	1,072	621	2,193	742
17	1,117	1,151	0	351	1,135	1,151	0	354	1,152	1,151
18	1,454	625	1,912	619	1,463	625	1,912	620	1,470	625
19-20 (g)	1,139	195	757	324	1,149	195	757	326	1,157	195
21	2,099	333	119	395	2,110	333	119	397	2,120	333
22	0	0	0	0	0	0	0	0	0	0
Subtotal	**9,299**	**3,280**	**3,860**	**2,548**	**9,365**	**3,280**	**3,860**	**2,558**	**9,422**	**3,280**
TOTAL	**14,529**	**7,364**	**10,365**	**4,571**	**14,663**	**7,364**	**10,365**	**4,592**	**14,784**	**7,364**
Village of Islamorada	4,106	3,017	415	1,168	4,120	3,017	415	1,170	4,129	3,017
City of Layton	89	56	0	23	90	56	0	23	91	56
City of Key Colony B.	1,384	94	0	229	1,398	94	0	231	1,410	94
City of Marathon	3,048	2,766	2,471	1,284	3,053	2,766	2,471	1,285	3,056	2,766
City of Key West	2,325	11,914	293	2,252	2,334	11,914	293	2,254	2,339	11,914
COUNTY TOTAL (q)	**25,481**	**25,211**	**13,544**	**9,528**	**25,658**	**25,211**	**13,544**	**9,555**	**25,809**	**25,211**

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: 1990 Kearney/Centaur Tourism Study; 1996 Visitor Profiles:Florida Keys/Key West Technical Appendix; Monroe County Planning Department Population Tables

Peak Number of Persons Staying with Friends and Relatives

1	70	71	72	73	74	75	76	77	78	79
PAED	2006 Peak Number of Persons Staying in RVs or Campsites (ag)	2006 Peak Number of Persons Staying with Friends and Relatives (ah) (68 + 69 + 70) x 15.5%	Peak Number of Persons Staying in Seasonal Dwelling Units During 2007 (o) (ae)	Peak Number of People Staying in Hotel and Motel Rooms During 2007 (af)	2007 Peak Number of Persons Staying in RVs or Campsites (ag)	2007 Peak Number of Persons Staying with Friends and Relatives (ah) (71 + 72 + 73) x 15.5%	Peak Number of Persons Staying in Seasonal Dwelling Units During 2008 (o) (ae)	Peak Number of People Staying in Hotel and Motel Rooms During 2008 (af)	2008 Peak Number of Persons Staying in RVs or Campsites (ag)	2008 Peak Number of Persons Staying with Friends and Relatives (ah) (76 + 77 + 78) x 15.5%
Lower Keys										
1	600	112	121	0	600	112	121	0	601	112
2	495	154	418	82	495	154	419	82	496	154
3	1,089	236	306	129	1,090	236	310	129	1,091	237
4a	276	453	2,434	249	277	459	2,469	249	277	464
4b	0	4	25	0	0	4	26	0	0	4
5	1,268	429	1,381	129	1,270	431	1,394	129	1,271	433
6	1,630	253	0	0	1,632	253	0	0	1,634	253
Subtotal	**5,358**	**1,639**	**4,686**	**590**	**5,363**	**1,649**	**4,739**	**591**	**5,369**	**1,658**
Middle Keys										
7	-	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-	-
9	-	-	-	-	-	-	-	-	-	-
10	0	131	215	635	0	132	216	635	0	132
11	1,147	273	521	94	1,148	273	522	94	1,149	274
12a	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-
Subtotal	**1,147**	**404**	**736**	**729**	**1,148**	**405**	**738**	**729**	**1,149**	**406**
Upper Keys										
14	-	-	-	-	-	-	-	-	-	-
15	0	242	1,342	235	0	244	1,353	235	0	246
16	1,072	621	2,191	743	1,073	621	2,188	743	1,074	621
17	0	357	1,169	1,152	0	360	1,184	1,153	0	362
18	1,912	621	1,476	625	1,914	622	1,481	626	1,916	624
19-20 (g)	757	327	1,164	195	758	328	1,169	195	759	329
21	119	399	2,127	334	119	400	2,133	334	119	401
22	0	0	0	0	0	0	0	0	0	0
Subtotal	**3,860**	**2,567**	**9,469**	**3,284**	**3,864**	**2,576**	**9,508**	**3,287**	**3,868**	**2,583**
TOTAL	**10,365**	**4,611**	**14,891**	**4,602**	**10,375**	**4,630**	**14,985**	**4,607**	**10,386**	**4,647**
Village of Islamorada	415	1,172	4,134	3,020	415	1,173	4,136	3,023	416	1,174
City of Layton	0	23	92	56	0	23	93	56	0	23
City of Key Colony B.	0	233	1,421	94	0	235	1,431	94	0	236
City of Marathon	2,471	1,285	3,055	2,769	2,473	1,286	3,051	2,772	2,476	1,286
City of Key West	293	2,255	2,345	11,926	293	2,257	2,350	11,938	293	2,260
COUNTY TOTAL (q)	**13,544**	**9,579**	**25,938**	**22,467**	**13,558**	**9,604**	**26,045**	**22,490**	**13,571**	**9,626**

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: 1990 Kearney/Centaur Tourism Study; 1996 Visitor Profiles:Florida Keys/Key West Technical Appendix; Monroe County Planning Department Population Tables

Peak Number of Persons Staying with Friends and Relatives

1	80	81	82	83	84	85	86	87	88	89
PAED	Peak Number of Persons Staying In Seasonal Dwelling Units During 2009 (o) (ae)	Peak Number of People Staying In Hotel and Motel Rooms During 2009 (af)	2009 Peak Number of Persons Staying In RVs or Campsites (ag)	2009 Peak Number of Persons Staying with Friends and Relatives (ah) (80 + 81 + 82) x 15.5%	Peak Number of Persons Staying In Seasonal Dwelling Units During 2010 (o) (ae)	Peak Number of People Staying In Hotel and Motel Rooms During 2010 (af)	2010 Peak Number of Persons Staying In RVs or Campsites (ag)	2010 Peak Number of Persons Staying with Friends and Relatives (ah) (84 + 85 + 86) x 15.5%	Peak Number of Persons Staying In Seasonal Dwelling Units During 2011 (o) (ae)	Peak Number of People Staying In Hotel and Motel Rooms During 2011 (af)
Lower Keys										
1	121	0	601	112	121	0	602	112	120	0
2	419	82	496	155	419	83	497	155	418	83
3	313	130	1,092	238	316	130	1,093	239	319	130
4a	2,502	250	277	469	2,533	250	277	474	2,561	250
4b	27	0	0	4	28	0	0	4	29	0
5	1,406	130	1,272	435	1,416	130	1,273	437	1,425	130
6	0	0	1,635	253	0	0	1,637	254	0	0
Subtotal	**4,788**	**591**	**5,374**	**1,667**	**4,832**	**592**	**5,379**	**1,675**	**4,872**	**592**
Middle Keys										
7	-	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-	-
9	-	-	-	-	-	-	-	-	-	-
10	217	636	0	132	218	637	0	132	219	637
11	523	94	1,150	274	523	94	1,151	274	523	94
12a	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-
Subtotal	**740**	**730**	**1,150**	**406**	**741**	**731**	**1,151**	**407**	**741**	**732**
Upper Keys										
14	-	-	-	-	-	-	-	-	-	-
15	1,363	236	0	246	1,372	236	0	249	1,379	236
16	2,182	744	1,075	620	2,174	745	1,076	619	2,163	746
17	1,199	1,154	0	365	1,212	1,155	0	367	1,225	1,158
18	1,484	626	1,918	624	1,486	627	1,920	625	1,486	828
19-20 (g)	1,174	195	759	330	1,178	196	760	331	1,180	196
21	2,136	334	119	401	2,137	335	119	402	2,136	335
22	0	0	0	0	0	0	0	0	0	0
Subtotal	**9,538**	**3,290**	**3,872**	**2,588**	**9,558**	**3,293**	**3,876**	**2,593**	**9,569**	**3,297**
TOTAL	**15,065**	**4,611**	**10,396**	**4,661**	**15,131**	**4,616**	**10,407**	**4,674**	**15,183**	**4,621**
Village of Islamorada	4,133	3,026	416	1,174	4,126	3,029	417	1,174	4,115	3,032
City of Layton	93	57	0	23	94	57	0	23	94	57
City of Key Colony B.	1,439	94	0	238	1,446	94	0	239	1,451	94
City of Marathon	3,044	2,774	2,478	1,286	3,035	2,777	2,481	1,285	3,022	2,780
City of Key West	2,355	11,950	294	2,263	2,361	11,962	294	2,266	2,366	11,974
COUNTY TOTAL (q)	**26,130**	**22,512**	**13,585**	**9,645**	**26,192**	**22,535**	**13,598**	**9,660**	**26,231**	**22,557**

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: 1990 Kearney/Centaur Tourism Study; 1996 Visitor Profiles:Florida Keys/Key West Technical Appendix; Monroe County Planning Department Population Tables

1	90	91	92	93	94	95	96	97	98	99
PAED	2011 Peak Number of Persons Staying in RVs or Campsites (ag)	2011 Peak Number of Persons Staying with Friends and Relatives (ah) (88 + 89 + 90) x 15.5%	Peak Number of Persons Staying in Seasonal Dwelling Units During 2012 (o) (ae)	Peak Number of People Staying in Hotel and Motel Rooms During 2012 (af)	2012 Peak Number of Persons Staying in RVs or Campsites (ag)	2012 Peak Number of Persons Staying with Friends and Relatives (ah) (92 + 93 + 94) x 15.5%	Peak Number of Persons Staying in Seasonal Dwelling Units During 2013 (o) (ae)	Peak Number of People Staying in Hotel and Motel Rooms During 2013 (af)	2013 Peak Number of Persons Staying in RVs or Campsites (ag)	2013 Peak Number of Persons Staying with Friends and Relatives (ah) (96 + 97 + 98) x 15.5%
Lower Keys										
1	603	112	120	0	603	112	119	0	604	112
2	497	155	417	83	498	155	415	83	498	154
3	1,094	239	321	130	1,095	240	323	130	1,096	240
4a	278	479	2,588	250	278	483	2,612	251	278	487
4b	0	5	30	0	0	5	31	0	0	5
5	1,275	439	1,432	130	1,276	440	1,438	130	1,277	441
6	1,639	254	0	0	1,640	254	0	0	1,642	254
Subtotal	**5,385**	**1,682**	**4,908**	**593**	**5,390**	**1,688**	**4,939**	**594**	**5,396**	**1,694**
Middle Keys										
7	-	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-	-
9	-	-	-	-	-	-	-	-	-	-
10	0	133	219	638	0	133	219	638	0	133
11	1,153	274	522	94	1,154	274	520	95	1,155	274
12a	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-
Subtotal	**1,153**	**407**	**741**	**732**	**1,154**	**407**	**739**	**733**	**1,155**	**407**
Upper Keys										
14	-	-	-	-	-	-	-	-	-	-
15	0	250	1,385	236	0	251	1,390	236	0	252
16	1,078	618	2,151	746	1,079	616	2,137	747	1,080	614
17	0	369	1,236	1,157	0	371	1,247	1,159	0	373
18	1,922	628	1,485	628	1,924	626	1,482	629	1,926	628
19-20 (g)	761	331	1,181	196	762	332	1,181	196	762	332
21	119	402	2,133	335	120	401	2,128	336	120	400
22	0	0	0	0	0	0	0	0	0	0
Subtotal	**3,880**	**2,596**	**9,571**	**3,300**	**3,884**	**2,597**	**9,564**	**3,303**	**3,887**	**2,597**
TOTAL	**10,417**	**4,684**	**15,220**	**4,625**	**10,427**	**4,692**	**15,242**	**4,630**	**10,438**	**4,698**
Village of Islamorada	417	1,172	4,099	3,035	417	1,171	4,080	3,038	418	1,168
City of Layton	0	23	94	57	0	23	95	57	0	23
City of Key Colony B.	0	240	1,455	94	0	240	1,458	95	0	241
City of Marathon	2,483	1,284	3,006	2,783	2,486	1,283	2,987	2,785	2,488	1,280
City of Key West	294	2,268	2,372	11,986	295	2,271	2,377	11,998	295	2,274
COUNTY TOTAL (q)	**13,612**	**9,672**	**26,246**	**22,580**	**13,625**	**9,680**	**26,239**	**22,602**	**13,639**	**9,684**

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: 1990 Kearney/Centaur Tourism Study; 1996 Visitor Profiles:Florida Keys/Key West Technical Appendix; Monroe County Planning Department Population Tables

Peak Number of Persons Staying with Friends and Relatives

1	100	101	102	103	104	105	106	107
PAED	Peak Number of Persons Staying in Seasonal Dwelling Units During 2014 (o) (aa)	Peak Number of People Staying in Hotel and Motel Rooms During 2014 (at)	2014 Peak Number of Persons Staying in RVs or Campsites (ag)	2014 Peak Number of Persons Staying with Friends and Relatives (ah) (96 + 97 + 98) x 15.5%	Peak Number of Persons Staying in Seasonal Dwelling Units During 2015 (o) (aa)	Peak Number of People Staying in Hotel and Motel Rooms During 2015 (at)	2015 Peak Number of Persons Staying in RVs or Campsites (ag)	2015 Peak Number of Persons Staying with Friends and Relatives (ah) (104 + 105 + 106) x 15.5%
Lower Keys								
1	118	0	604	112	117	0	605	112
2	414	83	499	154	411	83	499	154
3	325	130	1,097	241	327	130	1,099	241
4a	2,633	251	279	490	2,652	251	279	493
4b	32	0	0	5	33	0	0	5
5	1,443	130	1,279	442	1,446	130	1,280	443
6	0	0	1,643	255	0	0	1,645	255
Subtotal	4,966	594	5,401	1,699	4,987	595	5,406	1,703
Middle Keys								
7	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-
9	-	-	-	-	-	-	-	-
10	219	639	0	133	219	640	0	133
11	518	95	1,156	274	516	95	1,157	274
12a	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-
Subtotal	738	734	1,156	407	735	734	1,157	407
Upper Keys								
14	-	-	-	-	-	-	-	-
15	1,393	237	0	253	1,395	237	0	253
16	2,120	748	1,081	612	2,102	749	1,082	609
17	1,256	1,160	0	374	1,264	1,161	0	376
18	1,478	630	1,928	625	1,472	630	1,929	625
19-20 (g)	1,180	196	763	332	1,178	197	764	331
21	2,120	336	120	399	2,111	336	120	398
22	0	0	0	0	0	0	0	0
Subtotal	9,547	3,307	3,891	2,595	9,521	3,310	3,895	2,592
TOTAL	**15,250**	**4,634**	**10,448**	**4,702**	**15,243**	**4,639**	**10,459**	**4,703**
Village of Islamorada	4,057	3,041	418	1,165	4,030	3,044	419	1,161
City of Layton	95	57	0	24	95	57	0	24
City of Key Colony B.	1,459	95	0	241	1,459	95	0	241
City of Marathon	2,966	2,788	2,491	1,278	2,941	2,791	2,493	1,275
City of Key West	2,382	12,010	295	2,277	2,388	12,022	296	2,279
COUNTY TOTAL (q)	**26,208**	**22,625**	**13,653**	**9,685**	**26,155**	**22,648**	**13,666**	**9,683**

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: 1990 Kearney/Centaur Tourism Study; 1996 Visitor Profiles:Florida Keys/Key West Technical Appendix; Monroe County Planning Department Population Tables

Appendix 10

Peak Population Staying on Live Aboard Vessels by PAED from 1990 to 2015

Peak Number of People on Liveaboard Vessels

1	2	3	4	5	6	7	8	9	10	11	12
PAEO	1990 Census Tract (a)	1990 Census Block Groups	Percentage of the Total Number of Liveaboard Vessels in Monroe County [al]	Average # of Persons Per Liveaboard Vesaal [aj]	Peak Number of Liveaboard Vessels in 1990 [al]	1990 Peak Number of People on Liveaboard Vessels [5 x 6]	Peak Number of Liveaboard Vessels in 1991 [6 + (6 x 0.10%)]	1991 Peak Number of People on Liveaboard Vessels (4 x 7)	Peak Number of Liveaboard Vessels in 1992 [8 + (8 x 0.10%)]	1992 Peak Number of People on Liveaboard Vessels [4 a 10]	Peak Number of Liveaboard Vessels in 1993 [10 + [10 x 0.10%)]
Lower Keys											
1	9718 & 9719 pt.	N/A	17.91%	1.8	249	448	249	448	249	448	249
2	9717	N/A	5.80%	1.8	80	145	81	145	81	145	81
3	9716	N/A	0.00%	1.8	0	0	0	0	0	0	0
4a	9715	N/A	1.29%	1.8	18	32	18	32	18	32	18
4b	9714 pt.	BG 4 (a)	0.00%	1.8	0	0	0	0	0	0	0
5	9714 pt.	BG 1,2,3,4,5 (a)	7.73%	1.8	107	193	107	193	108	194	108
6	9714 pt. & 9713 pt.	9714 BG 1 (b)	0.00%	1.8	0	0	0	0	0	0	0
Subtotal	-	-	**32.73%**	**1.8**	**454**	818	**455**	**819**	**455**	**819**	**456**
Middle Keys											
7	9713, 9712, & 9711	N/A	17.01%	1.8	236	425	236	425	237	426	237
8	9710 pt.	BG 3 (c)	9.15%	1.8	127	229	127	229	127	229	127
9	9710 pt.	BG 2 (d)	0.00%	1.8	0	0	0	0	0	0	0
10	9710 pt.	BG 2 (d)	0.00%	1.8	0	0	0	0	0	0	0
11	9710 pt.	BG 1(e)	0.00%	1.8	0	0	0	0	0	0	0
12a	9709 pt.	BG 5	0.00%	1.8	0	0	0	0	0	0	0
12b	9709 pt.	BG 1,2 (f)	0.00%	1.8	0	0	0	0	0	0	0
13	9709 pt.	BG 1,2,3,4 (f)	0.52%	1.8	7	13	7	13	7	13	7
Subtotal	-	-	**26.68%**	**1.8**	**370**	**666**	**371**	**667**	**371**	**668**	**371**
Upper Keys											
14	9708	N/A	0.00%	1.8	0	0	0	0	0	0	0
15	9707	N/A	1.42%	1.8	20	35	20	35	20	35	20
16	9706	N/A	0.13%	1.8	2	3	2	3	2	3	2
17	9705	N/A	4.64%	1.8	64	116	64	116	65	116	65
18	9704	N/A	0.00%	1.8	0	0	0	0	0	0	0
19-20 (g)	9703	N/A	0.52%	1.8	7	13	7	13	7	13	7
21	9702.98 pt.	BG 1,2,3 (h)	7.73%	1.8	107	193	107	193	108	194	108
22	9701 pt. & 9702.98 pt.	BG 1 (h)	4.12%	1.8	57	103	57	103	57	103	57
Subtotal	-	-	**18.56%**	**1.8**	**258**	**464**	**258**	**464**	**258**	**465**	**258**
UNINC. TOTALS	-	-	**77.96%**	**1.8**	**1,082**	**1,948**	**1,083**	**1,950**	**1,084**	**1,952**	**1,085**
Village of Islamorada	9709	N/A	-	-	-	-	-	-	-	-	-
City of Layton	9710	BG 1	0.00%	1.8	0	0	0	0	0	0	0
City of Key Colony B.	9710	BG 3	0.00%	1.8	0	0	0	0	0	0	0
City of Marathon	9710-9713	N/A	-	-	-	-	-	-	-	-	-
City of Key West	9719-9726	N/A	22.04%	1.8	306	551	306	551	306	552	307
COUNTY TOTAL (q)	-	-	**100.00%**	**1.8**	**1,388**	**2,498**	**1,389**	**2,501**	**1,391**	**2,503**	**1,392**

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: Monroe County Planning Department; Antonini et. al. "Boat Live-Aboards in the Florida Keys: A New Factor in Waterfront Development"

Peak Number of People on Liveaboard Vessels

1	13	14	15	16	17	18	19	20	21	22	23	24	25
PAEO	1993 Peak Number of People on Liveaboard Vessels (4 a 12)	Peak Number of Livesboard Vessels in 1994 (12 + (12 a 0.10%))	1994 Peak Number of Peopls on Liveaboard Vessels (4 a 14)	Psak Number of Livseboard Vessels in 1995 (14 + (14 x 0.10%))	1995 Peak Number of Peopls on Livsaboard Vessels (4 a 16)	Peak Number of Liveaboard Vessels in 1996 (16 + (16 a 0.10%))	1996 Peak Number of People on Liveaboard Vessels (4 a 18)	Peak Number of Liveaboard Vessels in 1997 (18 + (18 x 0.10%))	1997 Psak Number of Peopls on Livesboard Vessels (4 x 20)	Psak Number of Liveaboard Vessels in 1998 (20 + (20 x 0.10%))	1998 Peak Number of People on Livsaboard Vessels (4 a 22)	Peak Number of Livsaboard Vessels in 1999 (22 + (22 x 0.10%))	1999 Psak Number of People on Livseboard Vessels (4 x 24)
Lower Keys													
1	449	250	449	250	450	250	450	250	451	251	451	251	452
2	145	81	145	81	146	81	146	81	146	81	146	81	146
3	0	0	0	0	0	0	0	0	0	0	0	0	0
4a	32	18	32	18	32	18	32	18	32	18	32	18	32
4b	0	0	0	0	0	0	0	0	0	0	0	0	0
5	194	108	194	108	194	108	194	108	195	108	195	108	195
6	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal	**820**	**456**	**821**	**457**	**822**	**457**	**823**	**458**	**824**	**458**	**824**	**458**	**825**
Middle Keys													
7	426	237	427	237	427	238	428	238	428	238	428	238	429
8	229	128	230	128	230	128	230	128	230	128	230	128	231
9	0	0	0	0	0	0	0	0	0	0	0	0	0
10	0	0	0	0	0	0	0	0	0	0	0	0	0
11	0	0	0	0	0	0	0	0	0	0	0	0	0
12a	0	0	0	0	0	0	0	0	0	-	-	-	-
12b	0	0	0	0	0	0	0	0	0	-	-	-	-
13	13	7	13	7	13	7	13	7	13	-	-	-	-
Subtotal	**668**	**372**	**669**	**372**	**670**	**372**	**670**	**373**	**671**	**366**	**659**	**366**	**659**
Upper Keys													
14	0	0	0	0	0	0	0	0	0	-	-	-	-
15	36	20	36	20	36	20	36	20	36	20	36	20	36
16	3	2	3	2	3	2	3	2	3	2	3	2	3
17	116	65	116	65	116	65	117	65	117	65	117	65	117
18	0	0	0	0	0	0	0	0	0	0	0	0	0
19-20 (g)	13	7	13	7	13	7	13	7	13	7	13	7	13
21	194	108	194	108	194	108	194	108	195	108	195	108	195
22	103	57	103	58	104	58	104	58	104	58	104	58	104
Subtotal	**465**	**259**	**465**	**259**	**466**	**259**	**466**	**259**	**467**	**260**	**467**	**260**	**468**
UNINC. TOTALS	**1,954**	**1,086**	**1,956**	**1,088**	**1,958**	**1,089**	**1,960**	**1,090**	**1,962**	**1,084**	**1,951**	**1,085**	**1,952**
Village of Islamorada	-	-	-	-	-	-	-	-	-	7	13	7	13
City of Layton	0	0	0	0	0	0	0	0	0	0	0	0	0
City of Key Colony B.	0	0	0	0	0	0	0	0	0	0	0	0	0
City of Marathon	-	-	-	-	-	-	-	-	-	-	-	-	-
City of Key West	552	307	553	307	553	308	554	308	554	308	555	309	556
COUNTY TOTAL (q)	**2,506**	**1,394**	**2,508**	**1,395**	**2,511**	**1,396**	**2,513**	**1,398**	**2,516**	**1,399**	**2,518**	**1,400**	**2,521**

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: Monroe County Planning Department; Antonini et. al. "Boat Live-Aboards in the Florida Keys: A New Factor in Waterfront Development"

Peak Number of People on Liveaboard Vessels

1	26	27	28	29	30	31	32	33	34	35	36	37
PAEO	Peak Number of Livaaboard Veesele in 2000 [24 + (24 x 0.10%)]	2000 Peak Number of People on Livesboard Vesssis [4 s 26]	Peak Number of Livexboard Vessels in 2001 [26 + (26 x 0.10%)]	2001 Peak Number of People on Liveaboard Vessels [4 s 28]	Peak Number of Liveeboard Vsssele in 2002 [28 + (28 s 0.10%)]	2002 Peak Number of People on Livesboard Vesseie [4 s 30]	Peak Number of Livesbosrd Veeeele in 2003 [30 + (30 x 0.10%)]	2003 Peak Number of People on Livesboerd Veesele [4 s 32]	Peak Number of Livesboard Veesele in 2004 [32 + (32 x 0.10%)]	2004 Peak Number of Psople on Livseboerd Vsssels [4 x 34]	Peak Number of Livesboard Vsssels in 2005 [34 + (34 x 0.10%)]	2005 Pask Number of People on Liveaboard Veseeie [4 x 36]
Lower Keys												
1	251	452	251	452	252	453	252	453	252	454	252	454
2	81	146	81	146	81	147	82	147	82	147	82	147
3	0	0	0	0	0	0	0	0	0	0	0	0
4a	18	33	18	33	18	33	18	33	18	33	18	33
4b	0	0	0	0	0	0	0	0	0	0	0	0
5	108	195	109	195	109	196	109	196	109	196	109	196
6	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal	**459**	**826**	**459**	**827**	**460**	**826**	**460**	**828**	**461**	**829**	**461**	**830**
Middle Keys												
7	-	-	-	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-	-	-	-
9	0	0	0	0	0	0	0	0	0	0	0	0
10	0	0	0	0	0	0	0	0	0	0	0	0
1 t	0	0	0	0	0	0	0	0	0	0	0	0
12a	-	-	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Upper Keys												
14	-	-	-	-	-	-	-	-	-	-	-	-
15	20	36	20	36	20	36	20	36	20	36	20	36
16	2	3	2	3	2	3	2	3	2	3	2	3
17	65	117	65	117	65	117	65	117	65	118	65	118
18	0	0	0	0	0	0	0	0	0	0	0	0
19-20 (g)	7	13	7	13	7	13	7	13	7	13	7	13
21	108	195	109	195	109	196	109	196	109	196	109	196
22	58	104	58	104	58	t04	58	104	58	104	58	105
Subtotal	**260**	**468**	**260**	**469**	**261**	**469**	**261**	**470**	**261**	**470**	**261**	**471**
UNINC. TOTALS	**719**	**1,294**	**720**	**1,296**	**720**	**1,297**	**721**	**1,298**	**722**	**1,299**	**723**	**1,301**
Village of Islamorada	7	13	7	13	7	13	7	13	7	13	7	13
City of Layton	0	0	0	0	0	0	0	0	0	0	0	0
City of Key Colony B.	0	0	0	0	0	0	0	0	0	0	0	0
City of Marathon	366	659	367	660	367	661	367	661	368	662	368	663
City of Key West	309	556	309	557	310	557	310	558	310	558	310	559
COUNTY TOTAL (q)	**1,401**	**2,522**	**1,403**	**2,525**	**1,404**	**2,527**	**1,406**	**2,530**	**1,407**	**2,533**	**1,408**	**2,535**

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: Monroe County Planning Department; Antonini et. al. "Boat Live-Aboards in the Florida Keys: A New Factor in Waterfront Development"

1	38	39	40	41	42	43	44	45	46	47	48	49
PAEO	Peak Number of Liveaboard Vessels in 2006 [36 + (36 x 0.10%)]	2006 Peak Number of People on Liveaboard Vessels (4 x 38)	Peak Number of Liveaboard Vessels in 2007 [38 + (38 x 0.10%)]	2007 Peak Number of People on Liveaboard Vessels (4 x 40)	Peak Number of Liveaboard Vessels in 2008 [40 + (40 x 0.10%)]	2008 Peak Number of People on Liveaboard Vessels (4 x 42)	Peak Number of Liveaboard Vessels in 2009 [42 + (42 x 0.10%)]	2009 Peak Number of People on Liveaboard Vessels (4 x 44)	Peak Number of Liveaboard Vessels in 2010 [44 + (44 x 0.10%)]	2010 Peak Number of People on Liveaboard Vessels (4 x 46)	Peak Number of Liveaboard Vessels in 2011 [46 + (46 x 0.10%)]	2011 Peak Number of People on Liveaboard Vessels (4 x 48)
Lower Keys												
1	253	455	253	455	253	456	253	456	254	457	254	457
2	82	147	82	147	82	148	82	148	82	148	82	148
3	0	0	0	0	0	0	0	0	0	0	0	0
4a	18	33	18	33	18	33	18	33	18	33	18	33
4b	0	0	0	0	0	0	0	0	0	0	0	0
5	109	196	109	196	109	197	109	197	109	197	110	197
6	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal	**462**	**831**	**462**	**832**	**463**	**833**	**463**	**833**	**463**	**834**	**464**	**835**
Middle Keys												
7	-	-	-	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-	-	-	-
9	0	0	0	0	0	0	0	0	0	0	0	0
10	0	0	0	0	0	0	0	0	0	0	0	0
11	0	0	0	0	0	0	0	0	0	0	0	0
12a	-	-	-	-	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal	**0**	0	**0**	**0**	0	**0**	**0**	**0**	**0**	0	**0**	**0**
Upper Keys												
14	-	-	-	-	-	-	-	-	-	-	-	-
15	20	36	20	36	20	36	20	36	20	36	20	36
16	2	3	2	3	2	3	2	3	2	3	2	3
17	65	118	65	118	66	118	66	118	66	118	66	118
18	0	0	0	0	0	0	0	0	0	0	0	0
19-20 (g)	7	13	7	13	7	13	7	13	7	13	7	13
21	109	196	109	196	109	197	109	197	109	197	110	197
22	58	105	58	105	58	105	58	105	58	105	58	105
Subtotal	**262**	**471**	**262**	**472**	**262**	**472**	**263**	**473**	**263**	**473**	**263**	**473**
UNINC. TOTALS	**723**	**1,302**	**724**	**1,303**	**725**	**1,305**	**726**	**1,306**	**726**	**1,307**	**727**	**1,309**
Village of Islamorada	7	13	7	13	7	13	7	13	7	13	7	13
City of Leyton	0	0	0	0	0	0	0	0	0	0	0	0
City of Key Colony B.	0	0	0	0	0	0	0	0	0	0	0	0
City of Marathon	369	663	369	664	369	665	370	665	370	666	370	667
City of Key West	311	559	311	560	311	561	312	561	312	562	312	562
COUNTY TOTAL (q)	**1,410**	**2,538**	**1,411**	**2,540**	**1,413**	**2,543**	**1,414**	**2,545**	**1,415**	**2,548**	**1,417**	**2,550**

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: Monroe County Planning Department; Antonini et. al. "Boat Live-Aboards in the Florida Keys: A New Factor in Waterfront Development"

Peak Number of People on Liveaboard Vessels

1	50	51	52	53	54	55	56	57
PAED	Peak Number of Liveaboard Vessels in 2012 [48 + (48 x 0.10%)]	2012 Peak Number of People on Liveaboard Vessels (4 x 50)	Peak Number of Liveaboard Vessels in 2013 [50 + (50 x 0.10%)]	2013 Peak Number of People on Liveaboard Vessels (4 x 52)	Peak Number of Liveaboard Vessels in 2014 [52 + (52 x 0.10%)]	2014 Peak Number of People on Liveaboard Vessels (4 x 54)	Peak Number of Liveaboard Vessels in 2015 [54 + (54 x 0.10%)]	2015 Peak Number of People on Liveaboard Vessels (4 x 56)
Lower Keys								
1	254	457	254	458	255	458	255	459
2	82	148	82	148	82	148	83	149
3	0	0	0	0	0	0	0	0
4a	18	33	18	33	18	33	18	33
4b	0	0	0	0	0	0	0	0
5	110	197	110	198	110	198	110	198
6	0	0	0	0	0	0	0	0
Subtotal	**464**	**836**	**465**	**837**	**465**	**838**	**466**	**838**
Middle Keys								
7	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-
9	0	0	0	0	0	0	0	0
10	0	0	0	0	0	0	0	0
11	0	0	0	0	0	0	0	0
12a	-	-	-	-	-	-	-	-
12b	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-
Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Upper Keys								
14	-	-	-	-	-	-	-	-
15	20	36	20	36	20	36	20	36
16	2	3	2	3	2	3	2	3
17	66	118	66	119	66	119	66	119
18	0	0	0	0	0	0	0	0
19-20 (g)	7	13	7	13	7	13	7	13
21	110	197	110	198	110	198	110	198
22	59	105	59	105	59	106	59	106
Subtotal	**263**	**474**	**264**	**474**	**264**	**475**	**264**	**475**
UNINC. TOTALS	**728**	**1,310**	**728**	**1,311**	**729**	**1,313**	**730**	**1,314**
Village of Islamorada	7	13	7	13	7	13	7	13
City of Layton	0	0	0	0	0	0	0	0
City of Key Colony B.	0	0	0	0	0	0	0	0
City of Marathon	371	667	371	668	372	669	372	669
City of Key West	313	563	313	563	313	564	314	564
COUNTY TOTAL (q)	**1,418**	**2,553**	**1,420**	**2,555**	**1,421**	**2,558**	**1,423**	**2,561**

SEE FINAL PAGE FOR FOOTNOTES

SOURCE: Monroe County Planning Department; Antonini et. al. "Boat Live-Aboards in the Florida Keys: A New Factor in Waterfront Development"

Appendix 11

Footnotes

FOOTNOTES

(a) The Census places No Name Key within Tract 9714 Block Group 4, but the figures for No Name Key are calculated seperately in this model.

(b) The Census includes W. Summerland, Bahia Honda, Ohio, & Missouri Keys within Tract 9714 Block Group 1. The totals for these islands as well as Pigeon Key have been aggregated seperately in this model.

(c) The City of Key Colony Beach is excluded from the totals for this PAED.

(d) The Census includes Grassy and Duck Keys within Tract 9710 Block Group 2, but the figures for either PAED are calculated seperately in this model.

(e) The City of Layton is excluded from the totals for this PAED.

(f) The Census includes Windley Key (PAED 12b) within Tract 9709 Block Groups 1 and 2. The totals for Windley Key have been aggregated seperately in this model.

(g) PAEDs 19 and 20 are divided by US Highway 1. Neither the Census data nor the Building Department data have been aggregated in this way. As a result, the population figures for both these PAEDs have been aggregated in this model.

(h) The Census includes Cross Key (PAED 22) within Tracts 9701 and 9702.98, but the figures for Cross Key have been aggregated seperately in this model.

(i) This is a surrogate measurement that compares the total population to the total number of housing units. This figure accounts for persons in group quarters and the number of vacant housing units. This figure is NOT persons per household, which is based upon the number of persons in occupied housing units only.

(j) This number accounts for persons in group quarters, and accounts for the number of vacant housing units based upon the persons-per-total-housing-units figure (column 13). This number does NOT include seasonal population.

(k) This number was derived by examining the number of CO's by PAED through December 31, 1999.

(l) This number uses the total number of residential permits available based on the current ROGO system. PAED totals were derived by mutiplying the total number of permits available for a sub-district by a PAED's historical contribution to the number of units built in that sub-district from 1990 to 1999 (column 55).

(m) The 1999 Total Population is an estimate based on the number of Certificates of Occupancy issued.

(n) These population forecasts are based on the mean historical percent increases. There are currently no ROGO guidelines for development after 2003.

(o) The percent increase figure has a .10% reduction (over the previous year's total) which is applied as an assumption that population will tend to level off or decline as a function of reduced carrying capacity and slower growth rates.

(p) Key West population figures come from Tables 1.1 and 1.3 of their Evaluation and Appraisal Report (EAR). Key West totals in these tables differ from 1990 Census STF1A figures based upon their inclusion of military housing/population (not included in the Census). For consistency, the Key West EAR figures were used in this model, but the military housing/population figures were removed from the 1990 data columns. This data comes from Key West, not the Monroe County Planning Dept. Please note that the Key West Peak Seasonal Tourist Population figures INCLUDE day visitors, while the Monroe County figures do not.

(q) The County Total figure excludes Mainland Monroe County, the Marquesas, and the Dry Tortugas.

(r) The number of seasonal units is derived from the 1990 Census.

(s) This number is taken from the Permanent Resident Population Estimates and Forecasts model, which is based upon the number of Certificates of Occupancy issued. Key West figures are taken from their Evaluation and Appraisal Report, not from the Monroe County Planning Department.

(t) This number is taken from Table A.1.32 of the TDC's "Technical Appendix: Sampling Methodologies and Estimation Methods Applied to the Florida Keys/Key West Visitors Surveys" document prepared by Vernon Leeworthy in December of 1996. Key West's figure comes from their Evaluation and Appraisal Report.

(u) This number is derived from the State of Florida Department of Business and Professional Regulation Master List of Hotels, Motels, B&B's and Transient Apartments. The number of units which were issued Certificates of Occupancy duirng the year by the Monroe County Building Department have been added to the State's figures.

(v) This number comes from the TDC's Visitor Profiles: Florida Keys/Key West 1996 Study Technical Appendix Table A.1.32 on Page 28.

(x) This number comes from the "Trend Report" prepared by Smith Travel Research for the TDC. This rate includes all of Monroe County including Key West, and is the highest monthly occupancy rate for the year.

(y) This number is derived by including the existing number of rooms plus any projects which may have been vested. The Village at Hawks Cay has approximately 71 units which are not constructed by 1999. These remaining units have been divided up evenly over 2000, 2001, and 2002.

(z) This number includes all vested hotel/motel units remaining.

(aa) This number remains constant as a result of the Year 2010 Comprehensive Plan Policy 101.2.6 (ROGO) which places a moratorium on these units.

(ab) This number comes from the TDC's Visitor Profiles: Florida Keys/Key West 1996 Study Technical Appendix Table A.1.30 Pages 25 and 26. The numbers found in the TDC study are for 1996, but have been used for the period from 1990 to 2015 based upon the moratorium on these types of uses noted in Year 2010 Comprehensive Plan Policy 101.2.6.

(ac) This number comes from the TDC's Visitor Profiles: Florida Keys/Key West 1996 Study Technical Appendix Table A.1.31 "Number per Party" on Page 27.

(ad) This number comes from the TDC's Visitor Profiles: Florida Keys/Key West 1996 Study Technical Appendix Table A.1.31 on Page 27. The figure is the peak "Capacity Utilization Rate", which is "campsite usage" divided by total campsite capacity. This number serves as a peak occupancy rate for this submodel.

(ae) This number is derived from the Peak Number of People in Seasonal Residences table.

(af) This number is derived from the Peak Number of People in Hotels and Motels table.

(ag) This number is derived from the Peak Population in Campsites and Recreational Vehicles Model.

(ah) This number results from the TDC's Visitors Guide: Florida Keys/Key West Technical Appendix Table A.1.34 Page 31. This study has determined that 15.5% of all visitors to the Keys stay with friends and relatives.

(al) This number is derived from the 1993 Marina Survey performed by the Monroe County Marine Resources Department.

FOOTNOTES

(aj) This number is derived from the Antonini et. al. study "Boat Live-Aboards in the Florida Keys: A New Factor in wtarefront Development" (Page x of the abstract).

(al) This number is derived by dividing the total number of liveaboard vessels (from the Antonini study) by the appropriate percentages found in the Marine Resources 1993 survey.

APPENDIX 2

SECTION 2

Population and Water Demand Forecast Summary

2.1 Introduction

The development of accurate population projections and water use demands for the Florida Keys is challenging because of the high number of seasonal residents (those residing in the Keys for 6 months or less), and day visitors (from cruise ships docking in Key West or visitors from the mainland). The population projections developed by the Monroe County Planning Department (MCPD) and used in the U.S. Army Corps of Engineers (USACE) *Florida Keys Carrying Capacity Study* (USACE, 2003) are used as the basis for the majority of population projections developed by other agencies, and were also used for this analysis.

The MCPD permanent and seasonal population projections were used to develop a functional population (permanent plus seasonal) for FKAA's service area through 2025. The projected population was then multiplied by FKAA's projected per capita demand to project customer demand in the service area. The per capita demand is projected to increase as the changing demographics of the Keys result in higher individual water use (for example, redevelopment of existing property usually involves some level of irrigation or other water-consuming amenities where none previously existed).

2.2 Projected Population

2.2.1 Permanent Population

The MCPD permanent population projections include the most appropriate and applicable information and are viewed as the basis of future projections in this Plan. From 1990 through 1995, the permanent population of Monroe County increased from 78,856 to 79,200 (0.4 percent); from 1995 through 2000, it increased from 79,200 to 79,589 (0.5 percent); and from 2000 through 2005, it increased from 79,589 to 81,701 (2.7 percent).

The MCPD data in the USACE *Carrying Capacity Study* (USACE, 2003) project a permanent population of 79,589 for 2000; 81,701 in 2005; 83,400 in 2010; 83,799 in 2015; 84,200 in 2020; and 84,603 in 2025. Exhibit 2-1 summarizes the MCPD permanent population projections. The permanent population is projected to grow at an overall average rate of 1.2 percent for each 5-year period from 2005 through 2025, with a higher rate (2.1 percent from 2005 to 2010) and a lower rate (0.5 percent) thereafter as Monroe County nears build-out.

2.2.2 Seasonal Population

The MCPD seasonal population projections in the USACE *Carrying Capacity Study* (USACE, 2003) also were used to project the seasonal population for Monroe County. Although there are no exact counts of the seasonal population, the MCPD developed historical seasonal population projections for 1990, 1995, and 2000. The MCPD projected that the 1990 seasonal population of 70,493 increased by 1.1 percent to a 1995 population of 71,266, and further increased by 3.1 percent to a 2000 seasonal population of 73,491.The MCPD continues these seasonal population projections in 5-year increments starting with a seasonal population of 73,737 in 2005; 74,533 in 2010; 74,712 in 2015; 74,891 in 2020; and 75,071 in 2025. The seasonal population is projected to increase at an overall average rate of 0.4 percent for each 5-year period from 2005 through 2025, with a 1.1 percent increase between 2005 and 2010 and a 0.24 percent increase from 2010 through 2025.

2.2.3 Functional Population

The term "functional population" is a concept that incorporates three elements of population: permanent residents, seasonal visitors, and day visitors. Because of the unique nature of the Keys, which has an economy based on seasonal tourism, it is appropriate to use one "population" number that incorporates these three separate population components.

In 2004 and 2005, CH2M HILL developed population projections for the FKAA service area. The population projections were based on those developed by the Monroe County Planning Department, and combined the permanent population with the seasonal population to form a "functional population" that was used to estimate water demand.

As part of this effort, CH2M HILL contacted the agencies or municipalities listed in Exhibit 2-1 to determine if they could provide data that could be used to develop population projections for the FKAA service area. Ultimately, it was decided to use the functional population projections developed by Monroe County.

Exhibit 2-2 presents the MCPD permanent, seasonal, and functional populations between 1990 and 2025. For this Plan, the functional population value is used in all per capita calculations and estimates. There are approximately 3.6 people per customer account within FKAA's service area using functional population as the basis.

Exhibit 2-3 summarizes the percent change in the functional population in 5-year intervals, starting in 1990.

EXHIBIT 2-1
Sources of Population Projection Data

Agency or Municipality	Type of Data	Contact Person	Data Source	Comments
University of Florida Bureau of Economic and Business Research (BEBR)	Permanent Population Projections	N/A	2003 Annual Report	Projections for the entire state of Florida by county from 2000 through 2025.
Monroe County Planning Department	Permanent and Seasonal Population Projections	N/A	2004 Comprehensive Plan and Facilities Capacity Assessment	Seasonal and permanent population projections were based off 1990 US Census and updated with the 2000 US Census numbers for the entire county.
Monroe County Tourist Development Council (TDC)	Hotel, Cruise Ship, and Airline Data	Jessica Mazzola, Director of Market Research	Three Penny Revenue Report, Call Counts, Trend Report and Airline Passenger Data Report FY 2004	The most detailed seasonal data, but did not account for the “day trip” visitor.
Islamorada	Permanent Population Projections	Patrick Small, Principal Planner	2003 Comprehensive Plan	Developed based on the US Census.
Key Colony Beach	Permanent and Seasonal Population Projections	Clyde Burnett, Mayor	1992 Comprehensive Plan	Developed based on the US Census.
Key West	Permanent and Seasonal Population Projections	Ty Symrowski, City Planner	1994 Comprehensive Plan	Developed based on the US Census.
Layton	Permanent and Seasonal Population Projections	Norm Anderson, City Council	N/A	Developed based on the US Census.
Marathon	Permanent and Seasonal Population Projections	Katie Parker, Planner	2003 Comprehensive Plan	Developed based on the US Census.
U.S. Census	Permanent Population Estimates	N/A	2000 Census Estimates	Permanent population estimates for 2000 by county.
South Florida Water Management District (SFWMD)	Population and Water Demand Projections	N/A	Lower East Coast Regional Water Supply Plan (LEC RWSP) (2003)	Draft data from November 2003.
U.S. Army Corps of Engineers (USACE)	Permanent and Seasonal Population Projections	N/A	Carrying Capacity Study (2003)	Included constraints on growth and environmental factors.

Note:
N/A = not applicable

EXHIBIT 2-2
Monroe County Historic and Projected Population Projections

Year	Permanent Population	Seasonal Population	Functional Population (Permanent + Seasonal + Day Visitors)
1990	**78,856**	**70,493**	**149,349**
1991	78,925	70,648	149,572
1992	78,994	70,802	149,796
1993	79,062	70,957	150,019
1994	79,131	71,111	150,243
1995	**79,200**	**71,266**	**150,466**
1996	79,278	71,421	150,698
1997	79,356	71,575	150,931
1998	79,433	71,730	151,163
1999	79,511	71,884	151,396
2000	**79,589**	**73,491**	**153,080**
2001	80,011	73,540	153,552
2002	80,434	73,589	154,023
2003	80,856	73,639	154,495
2004	81,279	73,688	154,966
2005	**81,701**	**73,737**	**155,438**
2006	82,041	73,896	155,937
2007	82,381	74,055	156,436
2008	82,720	74,215	156,935
2009	83,060	74,374	157,434
2010	**83,400**	**74,533**	**157,933**
2011	83,480	74,569	158,049
2012	83,560	74,605	158,164
2013	83,639	74,640	158,280
2014	83,719	74,676	158,395
2015	**83,799**	**74,712**	**158,511**
2016	83,879	74,748	158,627
2017	83,959	74,784	158,743
2018	84,040	74,819	158,859
2019	84,120	74,855	158,975
2020	**84,200**	**74,891**	**159,091**
2021	84,281	74,927	159,208
2022	84,361	74,963	159,324
2023	84,442	74,999	159,441
2024	84,522	75,035	159,557
2025	**84,603**	**75,071**	**159,674**

EXHIBIT 2-3
5-Year Historic and Projected Percent Changes in Functional Population

5-Year Period	Percent Change in Functional Population
1990–1995	0.75
1995–2000	1.74
2000–2005	1.54
2005–2010	1.61
2010–2015	0.37
2015–2020	0.37%
2020–2025	0.37%

2.3 Historic Water Production

CH2M HILL reviewed the raw water pumpage records from the FKAA's Florida City well-field from 1990 through 2005. These data, obtained from the FKAA's previous water use permit (WUP) applications, Monthly Operating Reports (MORs), and Monthly Production Reports (MPRs), are summarized in Exhibit 2-4. Exhibit 2-5 summarizes the same data for finished water; however, because of limited continuous annual historic data, a summary from 2000 to 2005 is presented.

Unlike population growth, which increased less than 2 percent for each 5-year period from 1990 through 2005 (Exhibit 2-3), the average-day raw water demand for the FKAA service area increased much more rapidly. From 1990 to 1995, the average-day raw water demand for the service area increased from 12.06 mgd to 14.07 mgd, an increase of 16.7 percent. From 1995 to 2000, the average-day demand increased by 21.2 percent, from 14.07 mgd to 17.06 mgd. From 2000 to 2005, average-day demand increased by only 4.0 percent, from 17.06 mgd to 17.73 mgd.

As seen in Exhibits 2-4 and 2-5, the 2000 drought with water restrictions resulted in significantly lower demands in 2001 (the year in which water restrictions were fully implemented). It is also possible that reduction in travel following the September 11, 2001, terrorist attacks resulted in less tourism.

EXHIBIT 2-4
Historic Raw Water Production

Year	Annual Demand (MG)	Average Daily Demand (mgd)	Max Day Demand (mgd)	Average Monthly Demand (MG)	Per Capita Demand (gpcd)
1990	4,404	12.06	**14.89**	367.01	80.74
1991	4,290	11.75	14.87	357.53	78.53
1992	4,742	12.98	15.9	395.16	86.67
1993	5,163	14.14	16.76	430.29	94.23
1994	5,076	13.90	16.88	423.01	92.50
1995	5,140	14.07	**16.49**	428.37	93.53
1996	5,273	14.44	17.82	439.40	95.80
1997	5,357	14.67	18.36	446.38	97.17
1998	5,622	15.39	18.29	468.49	101.82
1999	5,953	16.30	20.24	496.06	107.65
2000	6,230	17.06	**20.79**	519.15	111.42
2001	5,627	15.41	19.15	468.89	100.32
2002	6,191	16.95	20.46	515.93	110.05
2003	6,288	17.22	22.20	524.01	111.43
2004	6,383	17.48	22.00	531.92	112.77
2005	6,477	17.73	**22.39**	539.75	114.10

Notes:
MG=million gallons
mgd=million gallons per day
gpcd=gallons per capita per day
per capita=functional population

EXHIBIT 2-5
Historic Finished Water Production

Year	Annual Demand (MG)	Average Daily Demand (mgd)	Max Day Demand (mgd)	Average Monthly Demand (MG)	Per Capita Demand (gpcd)
2000	6,116	16.76	20.46	510	109.46
2001[a]	5,558	15.23	19.24	463	99.17
2002	6,031	16.52	19.95	503	107.28
2003	6,248	17.12	20.43	521	110.80
2004	6,347	17.39	20.43	529	112.22
2005	6,338	17.36	22.30	528	111.71

Notes:
[a]2001 maximum day for historic finished water was higher than maximum day for raw water (Exhibit 2-3) because of higher pumpage from storage tanks at Florida City during peak hours.
MG=million gallons mgd=million gallons per day
gpcd=gallons per capita per day per capita=functional population

Exhibit 2-6 compares the changes in population, raw water demand, and per capita use for the 5-year periods from 1990 through 2005.

EXHIBIT 2-6
5-Year Historic Percent Changes in Functional Population, Raw Water Demand, and Per Capita Water Demand

5-Year Period	Percent Change in Functional Population	Percent Change in Average Day Raw Water Demand	Percent Change in per Capita Water Demand
1990–1995	0.75	16.72	15.85
1995–2000	1.74	21.19	19.12
2000–2005	1.54	3.97	2.39

The high rate of growth in raw water demand, along with an increasing per capita demand over time, as seen in Exhibit 2-4, is primarily the result of a strong shift in demographics seen in the FKAA service area. The Keys as a whole are seeing an increasing number of affluent customers moving into the area who are then displacing the lower-income demographic group. These new customers are either improving existing homes or tearing them down and building larger, more expensive homes that use more water. Thus, new customers are consuming more water on a per capita basis and resulting in a higher per capita and average-day demand for the FKAA service area. This hypothesis was explored by investigating two issues believed to possibly contribute to this trend:

- Swimming pool construction permits, and
- Differences in water use following a home sale.

2.3.1 Swimming Pool Construction Permits

Homes constructed or redeveloped by higher-income residents typically have swimming pools, which further increase the water demand for that residence. CH2M HILL obtained the annual number of swimming pool construction permits issued by Monroe County from 1995 through 2004, as shown in Exhibit 2-7.

EXHIBIT 2-7
Annual Swimming Pool Construction Permits Issued by Monroe County

Year	Number of New Swimming Pool Construction Permits Issued	Percent Annual Increase
1995	65	N/A
1996	82	26
1997	88	7
1998	98	11
1999	88	-10
2000	96	9
2001	88	-8
2002	111	26
2003	195	76
2004	153	-22
Annual Average	**106**	**13**

The rate of swimming pool permit issuance increased, on average, by 13 percent annually from 1995 through 2004, which included both the drought year and recovery of 2001 as well as 2004, which had multiple hurricanes. In the past 3 years (2002 through 2004), pool permit issuance increased by an average of 27 percent annually (except 2004). Since 1995, the number of permits issued annually has increased by more than 250 percent.

2.3.2 Current Homeowner Versus Former Homeowner Water Use

In a trend that has become commonplace across Florida, higher-income residents are displacing lower-income residents and substantially improving their "new" homes. Many of these improvements involve upgrading the landscaping with lush foliage that typically requires substantially more irrigation than the previous landscaping. In addition, many times smaller homes are replaced with larger homes with more bathrooms. As a result of these changes, many of these residences show large increases in water use without a corresponding increase in population. Additionally, higher-income residents are typically less sensitive to increases in their water bill and are less likely to decrease their water use in response to the increased cost. Combined, these factors can result in an increased per capita water use by new residents.

CH2M HILL analyzed residential home sales prices to determine if the increase in home sales prices could be correlated with increasing per capita water demand. Individual account data were only available from 2000 through 2004, and to compare a full year of usage for each customer, only home sales occurring between 2002 and 2003 were used, which allowed for at least one full year of usage data before and after the sale. Water use in 2001 was excluded because of the impact of the water restrictions in effect at this time.

The FKAA service area is made up of several municipalities that are going through redevelopment and changes in demographics at different paces. To substantiate the correlation between increased home values and water use, CH2M HILL examined the home sale data for each separate municipality and for Monroe County as a whole.

1. CH2M HILL analyzed 2002 and 2003 home sale data provided by the Monroe County Property Appraiser to identify transactions in which the previous sale price was $150,000 or less. In 2002, 163 sales met this criterion; 268 purchases met this criterion in 2003.

2. The annual water use for each group of residential accounts was summed for 2000 through 2004.

3. For homes sold in 2002, their 2003 and 2004 water use was compared to their water use in 2000. Data from 2001 were excluded because of the drought, and data from 2002 (the sale year) were not included because of homes being sold at different times during the year and the lack of a full year's worth of water use under either the old or new homeowners.

4. The water use in homes sold in 2004 was compared against their 2002 water use. Data from 2001 and 2003 were excluded as noted above.

For the 2002 home sales in Monroe County, water use increased by 13.4 percent in 2003 and 21.1 percent in 2004 when compared to water use in 2000. For the 2003 home sales, water use increased by 11.4 percent in 2004 when compared to 2002 water use.

A technical memorandum documenting the projected change in per capita use, prepared for the South Florida Water Management District as part of the FKAA's water use permitting process is included as Appendix A.

2.4 Projected Finished Water Demand

The projected finished water demands for the FKAA service area from 2005 through 2025 are shown in tabular form in Exhibit 2-8 and in graphical form in Exhibit 2-9.

EXHIBIT 2-8
FKAA Service Area Projected 2005–2025 Population and Finished Water Demands

	Population			Finished Water Demands					
Year	Permanent	Seasonal	Functional	per capita (gpcd)	Avg. Day (mgd)	Max. Day (mgd)	Annual (MG)	Avg. Mo. (MG)	Max. Mo. (MG)
2005 (Actual)	**81,701**	**73,737**	**155,438**	**114.08**	**17.73**	**22.39**	**6477**	**539.74**	**597.15**
2006	82,041	73,896	155,937	119.15	18.58	23.23	6786	565.53	625.69
2007	82,381	74,055	156,436	119.99	18.77	23.46	6856	571.31	632.08
2008	82,720	74,215	156,935	122.34	19.2	24.00	7013	584.40	646.56
2009	83,060	74,374	157,434	124.75	19.64	24.55	7174	597.79	661.38
2010	**83,400**	**74,533**	**157,933**	**127.08**	**20.07**	**25.09**	**7331**	**610.88**	**675.86**
2011	83,480	74,569	158,049	129.58	20.48	25.60	7480	623.36	689.67
2012	83,560	74,605	158,164	132.01	20.88	26.10	7626	635.54	703.14
2013	83,639	74,640	158,280	134.45	21.28	26.60	7773	647.71	716.61
2014	83,719	74,676	158,395	136.87	21.68	27.10	7919	659.89	730.08
2015	**83,799**	**74,712**	**158,511**	**139.30**	**22.08**	**27.60**	**8065**	**672.06**	**743.55**
2016	83,879	74,748	158,627	140.90	22.35	27.94	8163	680.28	752.64
2017	83,959	74,784	158,743	142.43	22.61	28.26	8258	688.19	761.40
2018	84,040	74,819	158,859	144.03	22.88	28.60	8357	696.41	770.49
2019	84,120	74,855	158,975	145.56	23.14	28.93	8452	704.32	779.24
2020	**84,200**	**74,891**	**159,091**	**147.15**	**23.41**	**29.26**	**8551**	**712.54**	**788.34**
2021	84,281	74,927	159,208	147.61	23.5	29.38	8583	715.28	791.37
2022	84,361	74,963	159,324	148.13	23.6	29.50	8620	718.33	794.73
2023	84,442	74,999	159,441	148.64	23.7	29.63	8656	721.37	798.10
2024	84,522	75,035	159,557	149.04	23.78	29.73	8686	723.80	800.80
2025	**84,603**	**75,071**	**159,674**	**149.55**	**23.88**	**29.85**	**8722**	**726.85**	**804.16**

Notes:
Population data based on Monroe County Planning Department data in the USACE *Carrying Capacity Study* (2003).
Maximum-day demand based on maximum-day to average-day ratio of 1.25 (2002–2005 average).
Maximum-month demand based on maximum-month to average-month ratio of 1.11 (2002–2005 average).
The projections include the U.S. Navy's historic use of 1.05 mgd out of their contract for 2.4 mgd.

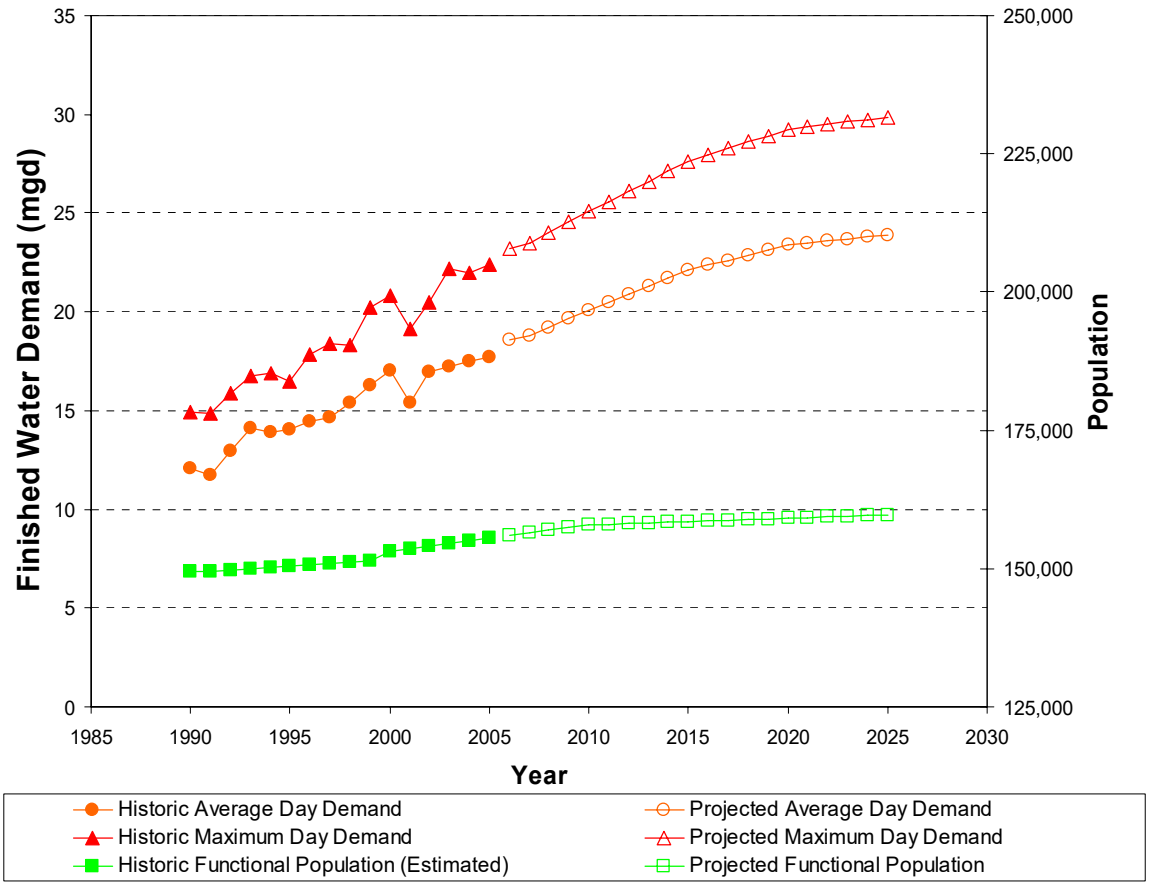


EXHIBIT 2-9
Graphic Representation of FKAA Service Area Projected 2005–2025 Population and Finished Water Demands

Including the existing U.S. Navy's historic demand of 1.05 mgd, the projected average-day finished water demand for the FKAA service area is expected to be 20.07 mgd in 2010, 22.08 mgd in 2015, 23.41 mgd in 2020, and 23.88 mgd in 2025. Maximum-day demands to be used to determine treatment plant capacity needs are expected to be 25.09 mgd in 2010, 27.60 mgd in 2015, 29.26 mgd in 2020, and 29.85 mgd in 2025 (see Exhibit 2-8).

In comparing FKAA's finished water demands and per capita water use to other large utilities across South Florida, as listed in the SFWMD Lower East Coast (LEC) Water Supply Plan (Chapter 5 – Table 59), both FKAA's existing (2005) per capita water use (114.08 gpcd) and projected (2025) per capita water use (149.55 gpcd) are well below the LEC Water Supply Plan's calculated average of 172 gpcd.

2.4.1 Peak Hour Demands

FKAA provided daily log sheets from the J. Robert Dean Water Treatment Plant (WTP) for selected periods in 2004 and 2005 with above-normal demand, such as Spring Break, Memorial Day, and July 4th.

The highest hourly flow rate (23.9 mgd) occurred on March 25, 2005. The 2005 average daily flow rate was 17.73 mgd; therefore, the peak hour demand peaking factor is the peak hour

(23.9 mgd) divided by the average daily flow for the year (17.73 mgd), or 1.35. This is significantly lower than the typical utility's 3.0 to 6.0 average-day to peak-hour demand ratio reported by Haestad Methods (2003). This discrepancy is attributed to the buffering capacity of the nearly 45 MG of storage in FKAA's distribution and transmission system.

This peaking factor was used in conjunction with the average-day demands in Exhibit 2-8 to develop peak hour demands for the FKAA service area. Exhibit 2-10 presents the projected peak hour demand for the FKAA service area through 2025.

EXHIBIT 2-10
Projected Peak Hour Demands

Year	Average Day Demand (mgd)	Peak Hour Demand (mgd)
2006	18.58	25.08
2007	18.77	25.34
2008	19.2	25.92
2009	19.64	26.51
2010	**20.07**	**27.09**
2011	20.48	27.65
2012	20.88	28.19
2013	21.28	28.73
2014	21.68	29.27
2015	**22.08**	**29.81**
2016	22.35	30.17
2017	22.61	30.52
2018	22.88	30.89
2019	23.14	31.24
2020	**23.41**	**31.60**
2021	23.5	31.73
2022	23.6	31.86
2023	23.7	32.00
2024	23.78	32.10
2025	**23.88**	**32.24**

Notes:
Peak hour demand based on the 2005 peak hour to average hour ratio of 1.35.

2.5 Demand by Service Type

2.5.1 Demand by Service Type

FKAA records water usage in the following general categories: residential, commercial, government, Navy, and Key West municipal government use. FKAA provided water use

information for each of these service categories from October 2003 through September 2005. Exhibits 2-11 and 2-12 present tabular and graphical summaries, respectively, of the average monthly water use for each service category.

Nearly half (56 percent) of the water produced by the FKAA is used by residential customers. Commercial customers are the next-largest category, with an average use of 32 percent. No large commercial customers (that is, those using 40 percent or more of the water sold in the commercial category) have been identified.

The U.S. Navy is FKAA's largest single customer, accounting for 7 percent of its monthly production. Government, senior citizen, and Key West municipal use makes up another 5 percent.

EXHIBIT 2-11
Average Monthly Water Use by Category, million gallons, October 2003–September 2005

Month	Residential	Commercial	Navy	Government	Key West Municipal	Senior Citizen	Total
Jan	273	153	29	16	3	2	476
Feb	236	136	29	15	3	2	421
Mar	241	141	27	14	3	2	428
Apr	291	167	28	17	4	2	509
May	262	152	30	16	4	2	466
Jun	268	149	31	18	4	2	472
Jul	273	158	28	17	4	2	482
Aug	248	143	30	14	3	2	440
Sep	242	136	24	16	3	2	423
Oct	194	113	30	15	3	2	357
Nov	229	136	29	15	3	2	414
Dec	223	129	29	15	4	2	402
Average	248	143	29	15	3	2	441
Percent	56%	32%	7%	3 %	1%	1%	

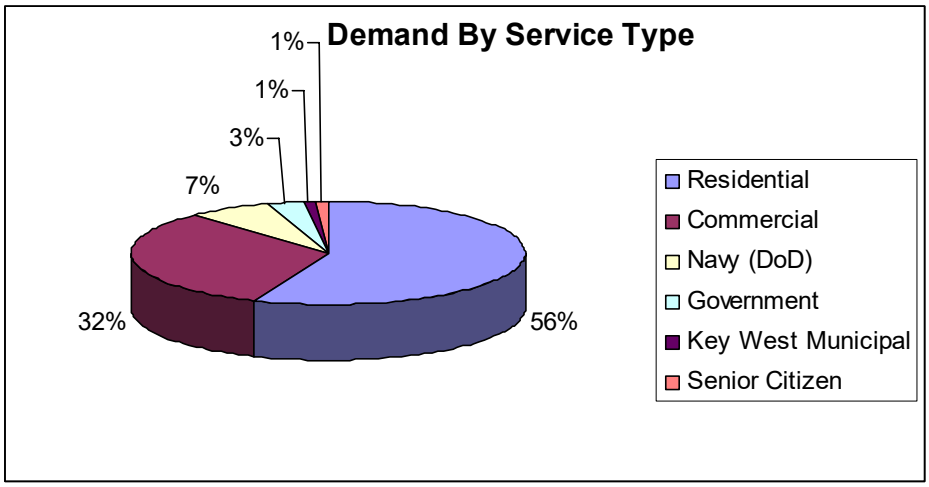


EXHIBIT 2-12
Graphic Summary of Average Monthly Water Use by Category, million gallons, October 2003–September 2005

FKAA's contract with the DoD calls for supplying the U.S. Navy with up to 2.4 mgd of water. From 2000 to 2004, deliveries to the U.S. Navy have averaged 1.05 mgd (see Exhibit 2-13).

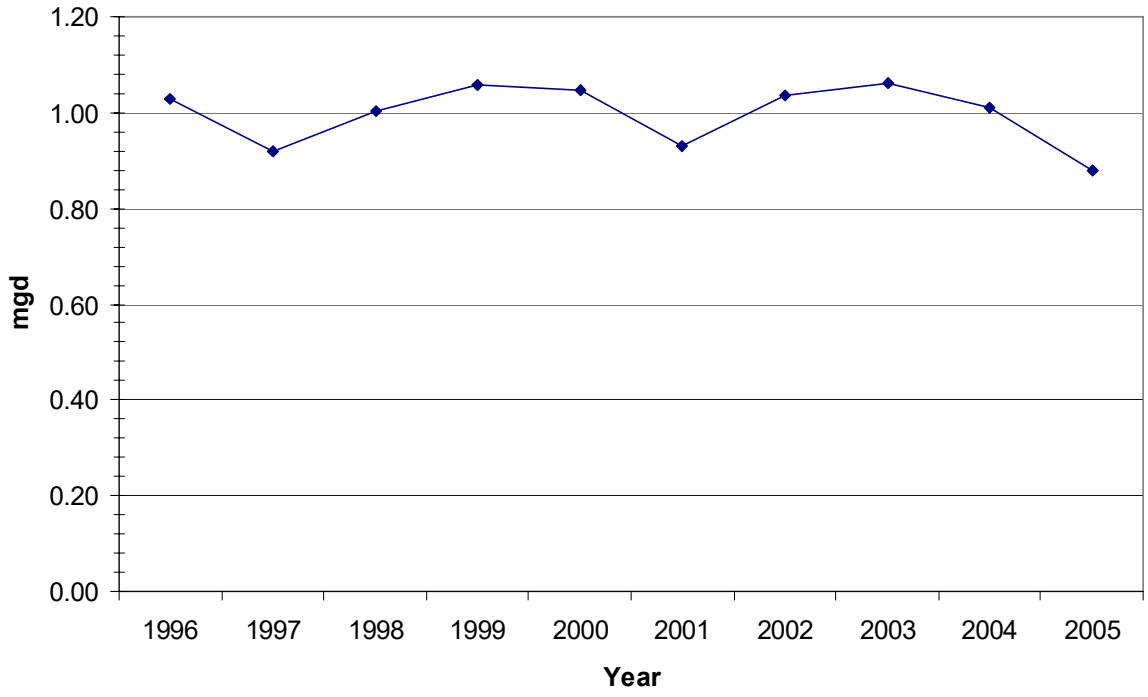


EXHIBIT 2-13
U.S. Navy Water Usage from 1996 to 2005

2.5.2 Unmetered Water

FKAA provided master tap readings for its distribution system (excluding Key West and the Navy) for the period December 2002 through December 2005. The data included the monthly total for each master tap, the total customer sales for each master tap, and the difference unaccounted-for-water (UAW).

FKAA's transmission and distribution system has certain specified maintenance requirements and activities that result in water being un-metered. These include regular flushing activities to maintain water quality, extensive flushing required during change of chlorine residuals twice per year, water loss resulting from transmission and distribution main break, and draining of potable water storage tanks for maintenance.

Exhibit 2-11 does not include UAW, which has historically averaged 10 to 12 percent. The American Water Works Association (AWWA) recommends that UAW should not exceed 5 percent, and that a goal of less than 10 percent is desirable. A total of 4 months with UAW (March, May, October, and December) contribute to the high overall average UAW. FKAA is not aware of any particular events (maintenance, line breaks, etc.) that may have contributed to the high UAW in those months. If UAW in those months could be reduced, FKAA's UAW would be significantly less.

To summarize data from the annual UAW reports that are provided to the SFWMD, the following percentages were recorded:

Year	Percentage UAW
2003	10.5
2004	9.71
2005	14.93
2006 (Year To Date June 2006)	11.45

FKAA should set a goal of 10 percent or less UAW in their system based on the uniqueness and operating pressures that FKAA experiences in their system. FKAA should continue to correlate transmission and distribution meter reads so that the data are correlated accurately and so that the actual losses in the transmission mains and the distribution system can be assessed. After this task is complete, identifying and locating potential losses throughout the system may be needed.

2.6 Conclusions

Population projections developed by the MCPD were used to develop water demand projections for the FKAA service area through 2025. FKAA's average daily raw water demand is expected to increase from 17.73 mgd in 2005 to 20.07 mgd in 2010, 22.08 mgd in 2015, 23.41 mgd in 2020, and 23.88 mgd in 2025. Maximum-day and peak hour demand were calculated using peaking factors of 1.25 and 1.35, respectively.

Residential (nearly half) and commercial (more than one-quarter) account for nearly three-quarters of the FKAA's water demand. UAW comprises approximately 12 percent of FKAA's total production; the remaining water is used primarily by the U.S. Navy and state and local governments.

UAW in the FKAA service area is higher than other water systems, and may be the result of FKAA's metering and accounting system, along with system leaks. Additionally, UAW is not distributed evenly throughout the service area, but varies considerably from key to key. Converting the 160 or so master meters along the transmission mains to automatic meter reading may help in identifying the largest areas of UAW. Additional tasks that FKAA could implement include a formal water audit and more specific investigations of water leaks in areas suspected of having UAW.

APPENDIX 3

County Population with Seasonal Replacement Calculations

Monroe County Population Projection Seasonal Replacement Series				Perm Change	@70% loss	ROGO Growth		
YEAR	Permanent	Seasonal	Functional					
2000	79,589	73,491	153,080					
2001	80,011	73,540	153,551	422				
2002	80,434	73,589	154,023	423				
2003	80,856	73,639	154,495	422				
2004	81,236	73,688	154,924	380				
2005	82,413	73,737	156,150	1,177				
2006	80,510	75,228	155,738	(1,903)	-1332.1	1332.1		
2007	78,987	76,453	155,440	(1,523)	-1066.1	2398.2		
2008	76,081	78,647	154,728	(2,906)	-2034.2	4432.4		
2009	77,925	77,516	155,441	1,844	1290.8	3141.6	ROGO DU	ROGO pop *.7 @2.7pph
2010	76,887	78,401	155,288	(1,038)	-726.6	3868.2		
2011	78,080	77,974	156,054	1,193	835.1	3033.1	197	372.33
2012	77,960	78,431	156,391	(120)	84		197	372.33
2013	77,840	78,887	156,727	(120)	84		197	372.33
2014	77,720	79,343	157,063	(120)	84		197	372.33
2015	77,600	79,800	157,400	(120)	84		197	372.33
2016	77,460	80,270	157,730	(140)	98		197	372.33
2017	77,320	80,740	158,060	(140)	98		197	372.33
2018	77,180	81,211	158,391	(140)	98		197	372.33
2019	77,040	81,681	158,721	(140)	98		197	372.33
2020	76,900	82,151	159,051	(140)	98		197	372.33
2021	76,760	82,622	159,382	(140)	98		197	372.33
2022	76,620	83,092	159,712	(140)	98		197	372.33
2023	76,480	83,562	160,042	(140)	98		197	372.33
2024	76,340	84,033	160,373	(140)	98		197	372.33
2025	76,200	84,503	160,703	(140)	98		197	372.33
2026	76,060	84,973	161,033	(140)	98		197	372.33
2027	75,920	85,444	161,364	(140)	98		197	372.33
2028	75,780	85,914	161,694	(140)	98		197	372.33
2029	75,640	86,384	162,024	(140)	98		197	372.33
2030	75,500	86,855	162,355	(140)	98		197	372.33

APPENDIX 4

FISHKIND & ASSOCIATES

Memorandum

TO: Debbie Love, AICP, Senior Planner, Keith and Schnars, P.A.

FROM: Stanley P. Geberer, Associate
Fishkind & Associates, Inc.

SUBJECT: DCA Finding Regarding Population Methodology

DATE: November 16, 2010

1.0 Background

Fishkind has prepared the population projections for unincorporated Monroe County. We have reviewed extensively with County Staff, and provided an update to the final report on August 30 which addressed a series of non-formal questions DCA posed and finally had a conference call with DCA to review their questions and our responses. After a 60 day review DCA has found the methodology unacceptable as shown below.

> Department has completed its review of the methodology utilized for the seasonal population and identified its concerns below. Due to these concerns, the Department does not find the projection methodologies to be professionally acceptable.

This memo will review the items of DCA concern.

2.0 Discussion of Concerns 1-10

Concern 1

> 1. For Water Supply planning, the Department has previously accepted the methodologies employed by the Florida Keys Aqueduct Authority (FKAA) and recommended that the County utilize the FKAA methodology. The data submitted to date to the Department does not provide the base data utilized by FKAA and how the County applied the FKAA methodology for calculating the seasonal population.

The most recent FKAA projections to year 2025 were used as the baseline seasonal projections. These data are attached as Appendix 1. These data were applied directly to the seasonal forecast series and modified as described in Concern 3.

Concern 2

12051 Corporate Blvd., Orlando, Florida 32817 • (407) 382-3256 • FAX (407) 382-3254 • email Homeoffice@fishkind.com

2. Please provide a justification for the use of the Compound Annual Growth Rate (CAGR) to extend the FKAA series from 2025 to 2030 for the functional population. This is a geometric extrapolation and should be used with caution. The computed CAGR has not been provided.

The new planning horizon must be extended from 2025 to 2030. Compound annual growth rate is an appropriate mechanism whereby baseline growth may be extrapolated. Over the time horizon from 15 to 20 years, the error level of employing other methodologies cannot be said to be superior given these are the final out years of the planning horizon and are subject to the greatest degree of error. The comment from DCA suggesting "caution" should be used is gratuitous to the extent it implies caution was not used, and adds no meaningful dialogue. Further, the Department has not rejected the use of CAGR and fails to suggest a more appropriately method herein.

The computed CAGR from year 2000-2025 is as follows:

(FKAA seas pop 2025/FKAA seas pop 2000)^(1/26)-1=.082%

Concern 3

3. The County indicates there will be a decline in the permanent population as forecast by BEBR. The County has indicated that there will be an increase in seasonal growth equivalent to 70% of the decline in permanent population. For example, the County has submitted information that indicates that retail sales have decreased since 2006. Information submitted regarding changes in annual average daily traffic counts may be attributable to other causes that were not evaluated. Please provide an explanation as to how this addition to the FKAA projections makes sense within the context of the FKAA projection methodology. This addition as well as the addition in the next comment number 4, effectively changes the methodology.

The FKAA Seasonal Population methodology as described by FKAA is shown below:

FKAA Seasonal Population Methodology

2.2.2 Seasonal Population

The MCPD seasonal population projections in the USACE *Carrying Capacity Study* (USACE, 2003) also were used to project the seasonal population for Monroe County. Although there are no exact counts of the seasonal population, the MCPD developed historical seasonal population projections for 1990, 1995, and 2000. The MCPD projected that the 1990 seasonal population of 70,493 increased by 1.1 percent to a 1995 population of 71,266, and further increased by 3.1 percent to a 2000 seasonal population of 73,491.The MCPD continues these seasonal population projections in 5-year increments starting with a seasonal population of 73,737 in 2005; 74,533 in 2010; 74,712 in 2015; 74,891 in 2020; and 75,071 in 2025. The seasonal population is projected to increase at an overall average rate of 0.4 percent for each 5-year period from 2005 through 2025, with a 1.1 percent increase between 2005 and 2010 and a 0.24 percent increase from 2010 through 2025.

The historic data on seasonal populations presented by FKAA above indicate seasonal population is increasing at an increasing rate. The FKAA methodology failed to incorporate this into its seasonal projections. FKAA projected seasonal population increases at 1/3 the level of the most recent available data initially and then provided a decreased rate of growth through 2025. This rate is far slower than recent trend data FKAA observed. There is no explanation or justification in the FKAA methodology for the failure to recognize and include the robust levels of seasonal growth identified. Table 1 compares the FKAA seasonal growth rates with County seasonal growth rates.

Table 1. Seasonal Population Growth Rates

	FKAA Series	Monroe County	Net Difference
1990-1995	1.10%		
1995-2000	3.12%		
2000-2005	0.33%	0.33%	
2005-2010	1.08%	7.73%	4,904
2010-2015	0.24%	2.70%	1,965
2015-2020	0.24%	2.71%	2,035
2020-2025	0.24%	2.64%	2,034
2025-2030	0.41%	2.57%	1,906
Total Difference 2005-2030			12,843

The approach taken in the preparation of the County seasonal projections is to correct for this problem in the original FKAA methodology in recognizing the more dramatic seasonal population expansion.

Concern 4

4. The County included the following sentence which is not clear: "Further, we have added the equivalent of 70% of the ROGO growth to seasonal population to the FKAA seasonal series, reflecting the seasonal shift component not evidenced in FKAA's original data." This appears to add additional population. This has not been adequately explained or justified. The source data, calculations, and results have not been provided.

Please see response to Concern 3.

Concern 5

5. Please provide justification for the use of the persons-per-household (PPH) figure of 2.5. No data or analysis has been provided for the average size of seasonal households. Please include data or analysis regarding "seasonality." For example, there was no analysis of the maximum occupancy of seasonal units and the amount of time that these seasonal units are occupied at this maximum rate.

For the purposes of this analysis seasonal and permanent household sizes used are the same. The preponderance of data provided supports the use of 2.5 persons per household. The Population Report is cited below.

Excerpt from August 30 Population Report – page 11

It is also noted, for units shifting to seasonal status and for population associated with ROGO growth, a persons-per-household figure of 2.5 was used.

Intercensal data (see Tables 5 and 6) suggests an increase in persons per household by year 2009. Fishkind believes seasonally occupied homes and rentals have a higher person per household occupancy due to the increasing size of newly built units. For these reasons 2.5 was used for seasonal households.

Table 5.

Persons Per Household Census/Isite			
	Total	Unincorp	
1990	2.33	2.38	
2000	2.27	2.29	
2009	3.12	2.89	
2014	5.29	4.94	

source: I-Site online data

Table 6. - Average Number of Bedrooms and Bathrooms per Single Family Unit by Year Built

Average Bed/Bath	
2.65	Pre-1970
3.33	1970-1989
3.63	1990-1999
3.77	2000-2008

Source: Monroe Co. Property Appraiser, Fishkind & Associates, Inc.

Because seasonal population is derived from the seasonal population as presented by FKAA, seasonal occupancy rates are implicit in the analysis, for the original seasonal series.

Concern 6

6. Based on Table 7, the seasonal population is roughly equivalent to the residential population. However, the number of seasonal units is much less than the number of occupied (resident) units. Does the FKAA data include population other than those living in housing and if so, how is that accounted for in the data and in the projection?

The percentage of non-homesteaded units is higher than homesteaded units in Monroe County, suggesting seasonal population could be at least equivalent to permanent.

The FKAA methodology includes cruise ship visitors, visitors from the mainland and those residing in the keys for 6 months or less. They are accounted for in the FKAA calculation of seasonal residents.

Concern 7

7. Please provide additional citation for The "I-Site" source. If the data is Census data, then that should be made clear. Projection data from a private sector, third party source cannot be evaluated without a complete explanation of how the projections were made, e.g. the full methodology with all support data must be provided.

The I-site data was not used in any methodological calculation in the Monroe County population projections. I-site data was used as a reference source only in referring to support for use of the 2.5 persons per household figure.

Concern 8

8. Section 8.0, third paragraph on page 10 discusses "an increase in seasonal population shown in the American Community Survey (ACS)." The ACS does not estimate seasonal population.

The ACS provides estimates of seasonal units as shown in Table 2-H3, page 5 of the population report. The change in seasonal population is based in part on the increase in seasonal units identified in the ACS data.

Concern 9

9. Section 5.0 and Tables 1 and 2 provide Census data. There were 51,617 housing units (occupied and vacant) in 2000. Census data indicates there were 21,900 owner occupied units. However, the second paragraph on page 6 indicates that there were 16,005 homestead units and 20,784 non-homestead units in 2000, which add to a total of 36,789 housing units. The housing units for homesteaded/non-homesteaded units should be reconciled with the Census housing units or data provided to explain the difference.

The difference cannot be reconciled without imposing egregious costs on the government and citizens of Monroe County in order to do so. The Property Appraiser is the source of homestead and non-homestead status. The property Appraiser data is not reconcilable with Census unit counts. This is a vexing problem addressed by the Regional Planning Council in the hurricane evacuation modeling effort as well. It is believed the difference lies in substandard housing, non-permitted housing, maritime live-aboards and other housing.

It is for this reason the analysis and projections were made on a population basis not a housing unit basis. The data on housing units is used as a guide to help estimate changes in the mix and character of resident and seasonal population.

Concern 10

10. The final paragraph in Section 1.0 states that a "reconciliation of the Fishkind and Hurricane model data will take place subsequent to the Hurricane data publication." Is this a preliminary report? Will the final population projection be submitted with your Evaluation and Appraisal Report?

The Regional Planning Council has reviewed and affirmed the County's population projection methodology. A final review by RPC will be requested and submitted with the EAR.

PROPERTY RECORD CARD

Disclaimer

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.

By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID	00402900-000000
Account#	1495221
Property ID	1495221
Millage Group	50VI
Location Address	83250 OVERSEAS Hwy, UPPER MATECUMBE KEY
Legal Description	CORAL VIEW PB3-105 UPPER MATECUMBE KEY LOTS 1 2 3 & 4 OR576-56 RE: 40291 & 40292 COMBINED IMPROVEMENTS SIT ON ALL LOTS 8-3-89 OR3288-1616 OR3304-0099 (Note: Not to be used on legal documents.)
Neighborhood	10021
Property Class	CHURCHES (7100)
Subdivision	CORAL VIEW
Sec/Twp/Rng	28/63/37
Affordable Housing	No

Owner

ISLAMORADA VILLAGE OF ISLANDS
86800 Overseas Hwy
Islamorada FL 33036

Valuation

		2025 Certified Values	2024 Certified Values	2023 Certified Values	2022 Certified Values
+	Market Improvement Value	$1,971,764	$1,734,061	$1,689,346	$1,771,089
+	Market Misc Value	$77,802	$19,090	$19,172	$19,253
+	Market Land Value	$1,153,073	$313,335	$313,335	$313,335
=	Just Market Value	**$3,202,639**	**$2,066,486**	**$2,021,853**	**$2,103,677**
=	Total Assessed Value	**$3,202,639**	**$2,066,486**	**$2,021,853**	**$2,103,677**
-	School Exempt Value	($3,202,639)	($2,066,486)	($2,021,853)	($2,103,677)
=	School Taxable Value	**$0**	**$0**	**$0**	**$0**

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2024	$313,335	$1,734,061	$19,090	$2,066,486	$2,066,486	$2,066,486	$0	$0
2023	$313,335	$1,689,346	$19,172	$2,021,853	$2,021,853	$2,021,853	$0	$0
2022	$313,335	$1,771,089	$19,253	$2,103,677	$2,103,677	$2,103,677	$0	$0
2021	$313,335	$1,771,089	$19,335	$2,103,759	$2,103,759	$2,103,759	$0	$0
2020	$313,335	$1,825,584	$19,417	$2,158,336	$2,158,336	$2,158,336	$0	$0
2019	$313,335	$1,825,584	$19,499	$2,158,418	$2,158,418	$2,158,418	$0	$0
2018	$313,335	$1,739,366	$12,762	$2,065,463	$2,032,747	$2,065,463	$0	$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
CHURCH PROPERTY DRY (710D)	34,815.00	Square Foot	0	0

Buildings

Building ID	43006	**Exterior Walls**	C.B.S.
Style		**Year Built**	1955
Building Type	CHURCHES / 71C	**EffectiveYearBuilt**	2000
Building Name		**Foundation**	
Gross Sq Ft	17005	**Roof Type**	
Finished Sq Ft	16618	**Roof Coverage**	
Stories	2 Floor	**Flooring Type**	
Condition	AVERAGE	**Heating Type**	
Perimeter	1194	**Bedrooms**	0
Functional Obs	0	**Full Bathrooms**	0
Economic Obs	0	**Half Bathrooms**	0
Depreciation %	33	**Grade**	350
Interior Walls		**Number of Fire Pl**	0

Code	Description	Sketch Area	Finished Area	Perimeter
OPX	EXC OPEN PORCH	387	0	192
FLA	FLOOR LIV AREA	16,618	16,618	1,305
TOTAL		**17,005**	**16,618**	**1,497**

Yard Items

Description	Year Built	Roll Year	Size	Quantity	Units	Grade
CH LINK FENCE	1979	1980	4 x 152	1	608 SF	3
BRICK PATIO	2022	2025	38 x 30	1	1140 SF	2
FENCES	2018	2025	6 x 260	1	1560 SF	2
FENCES	2014	2025	4 x 55	1	220 SF	2
CONC PATIO	1979	1980	6 x 177	1	1062 SF	2
ASPHALT PAVING	1979	1980	0 x 0	1	12485 SF	2

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
12/13/2024	$0	Warranty Deed	2483732	3304	0099	11 - Unqualified	Improved		
8/12/2024	$3,995,000	Warranty Deed	2471447	3288	1616	18 - Unqualified	Improved		

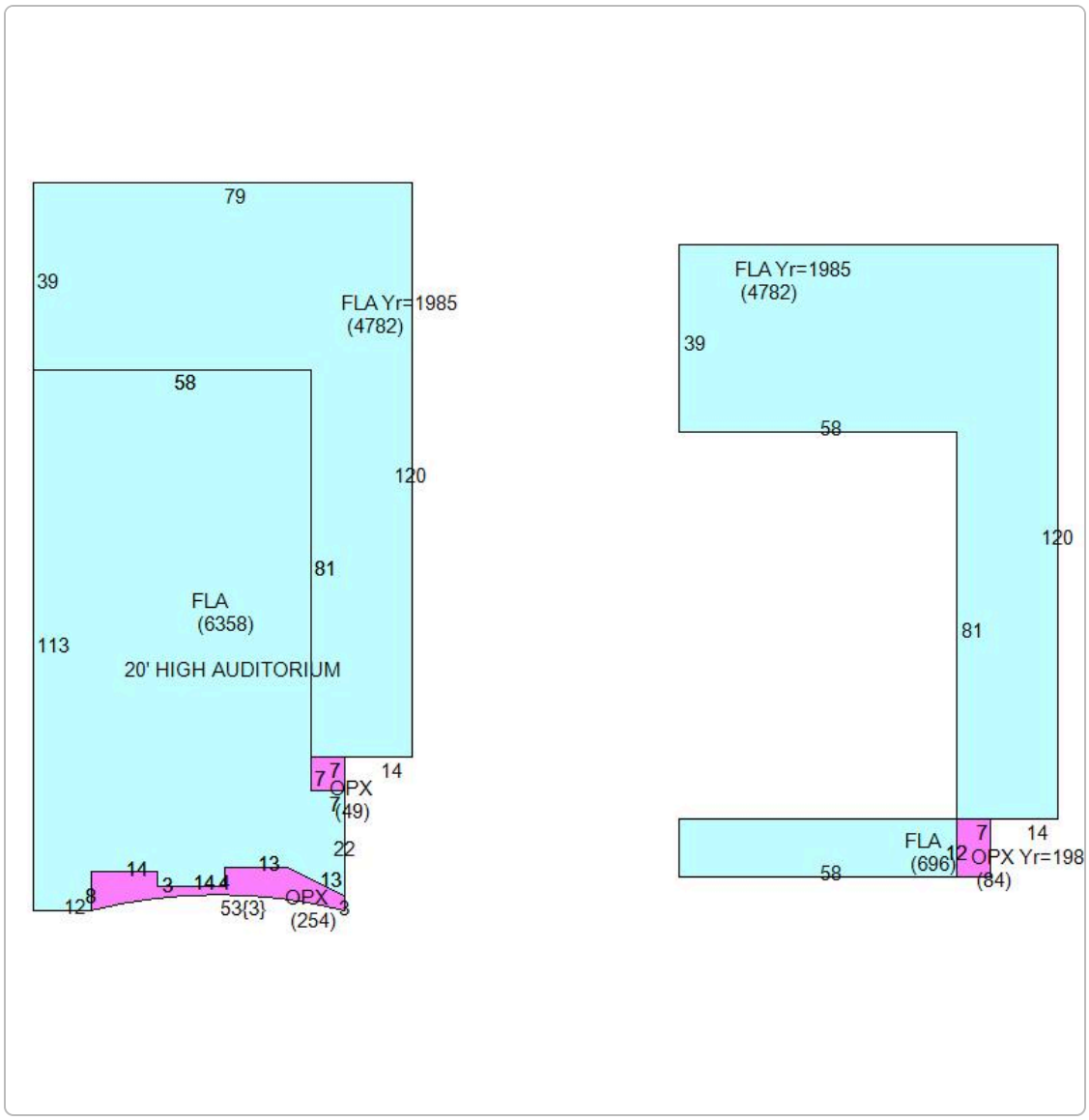
Permits

Number	Date Issued	Status	Amount	Permit Type	Notes
PRBLD201801432	07/25/2018	Expired	$2,400	Commercial	FENCE
PRBLD201601070	04/14/2016	Expired	$4,500	Commercial	RENO - BATH / STORAGE (REMOVE TOILET & SINK)
200801634	11/10/2008	Completed	$1		CHAIN LINK FENCE/POLES FOR BACKSTOP
0100123	01/25/2001	Completed	$1		URETHANE COAT ROOF
9912187	12/30/1999	Completed	$1		CANOPIES OVER DOORS

View Tax Info

View Taxes for this Parcel

Sketches (click to enlarge)


79
39
FLA Yr=1985
(4782)
58
120
81
FLA
(6358)
113
20' HIGH AUDITORIUM
7
7
OPX
(49)
14
22
14
3
14
4
13
13
12
8
53{3}
OPX
(254)
3
FLA Yr=1985
(4782)
39
58
120
81
7
14
FLA
(696)
12
OPX Yr=198
(84)
58

Photos

1495221-20240927

Map

No data available for the following modules: TRIM Notice.

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the

| User Privacy Policy | GDPR Privacy Notice

Last Data Upload: 12/5/2025, 2:04:33 AM

Contact Us

Developed by SCHNEIDER GEOSPATIAL

DESCRIPTION:

Lots 1, 2, 3 & 4, CORAL VIEW, according to the Plat thereof, as recorded in Plat Book 3, at Page 105, of the Public Records of Monroe County, Florida.

SURVEY NOTES

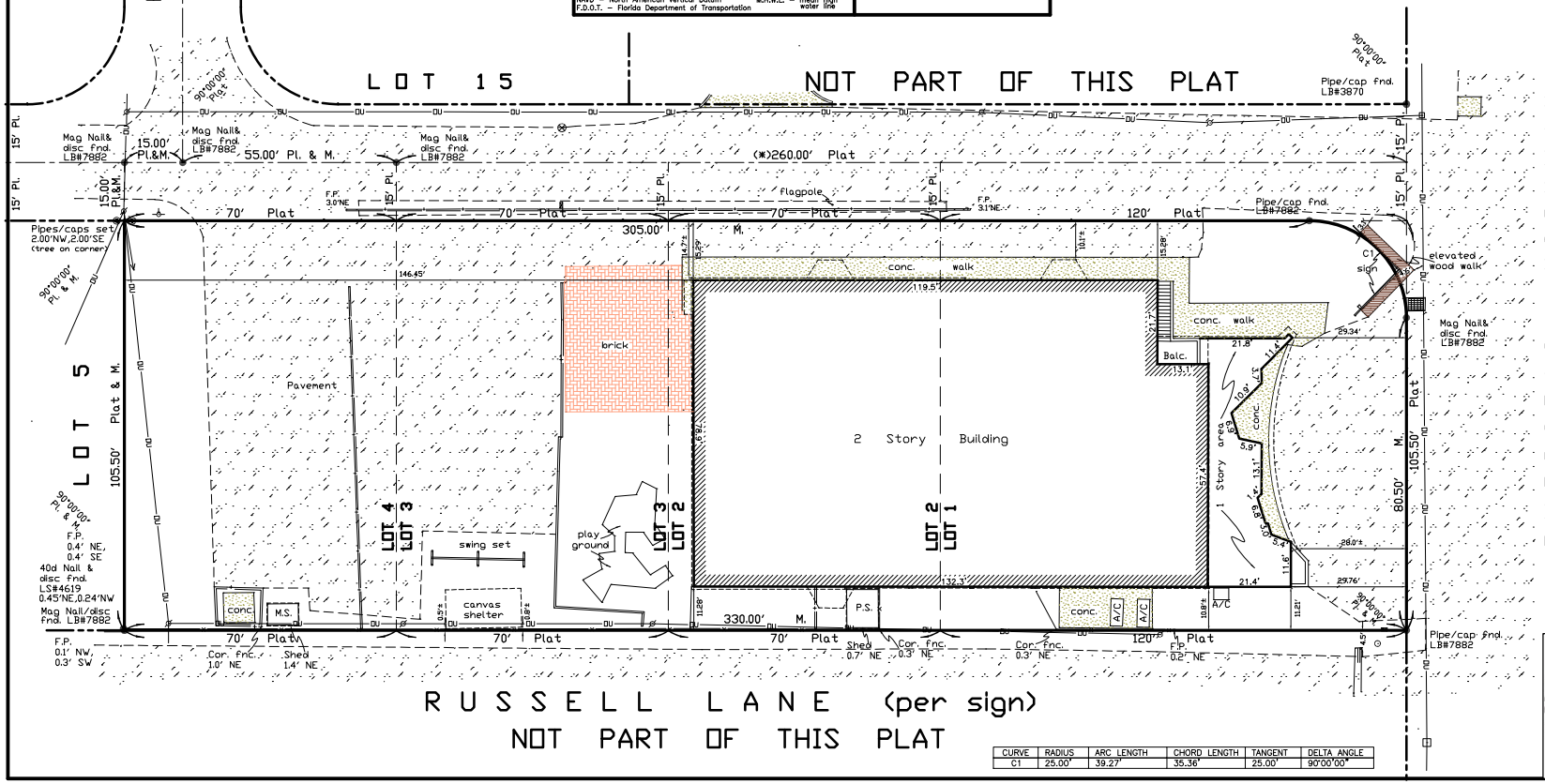
1. This sketch of survey represents a perimeter boundary survey with existing above ground improvements located. Underground utilities or structures were not located.
2. This parcel has a physical address of: 83250 Overseas Hwy., Islamorada, Fl. 33036
3. This parcel is in N.F.I.P., flood zone AE , El. 7' as shown on F.E.M.A. map panel #12087C1011 , revised 2/18/05, and/or is depicted hereon if parcel is in more than one zone.
4. No encroachments or notorious evidence of occupation and/or use of the described parcel for right-of-ways, ingress and egress were noted by this survey unless shown hereon.
5. The description was furnished by the client. Only easements and rights-of-way depicted or described on the recorded plat or stated in the description hereon are shown.
6. The bearings and/or North arrow were derived from the recorded plat or description hereon. The bearing base for this survey is denoted thus: (*).
7. Additions or deletions to survey maps/reports by other than the signing party/parties is prohibited without written consent of the signing party/parties.
8. By his signature and embossed seal, the Florida P.S.M. or P.L.S signing this survey hereby certifies to the following named parties that this survey was performed under his direct supervision and that it is true and correct to the best of his knowledge and belief:
SCHULTZ LAW GROUP, PLLC
OLD REPUBLIC NATIONAL TITLE INSURANCE CO.
FIRST HORIZON BANK
LIGHTHOUSE PRIVATE CHRISTIAN ACADEMY, INC.
JOANNA JOHANNES

ABBREVIATIONS/LEGEND

P.L.S. – Professional Land Surveyor
P.S.M. – Professional Surveyor & Mapper
R. – Record
F.F. – finished floor
El. – Elevation
Balc. – Balcony
Fnc. – fence
Res. – residence
PK – PARKER KALON FASTENERS
MAG. – Magnetic Nail
N.I.S. – not in service
LPGT – liquid petroleum gas tank
U.G.E. – Underground Electric
P.B.– Plat Book, P.–Page
WL – buried waterline
Rad./N.R. – Radial/Non-Radial
N.S.E.W – North, South, East, West
P.O.C. – Point of Commencement
P.O.B. – Point of Beginning
P.C.P. – Permanent Control Point
P.C.C. – Point of Compound Curve
P.R.C. – Point of Reverse Curvature
P.C./P.T. – Point of Curvature/ Tangency
P.R.M. – Permanent Reference Monument
NGVD – National Geodectic Vertical Datum
NAVD – North American Vertical Datum
F.D.O.T. – Florida Department of Transportation
L.S. – Land Surveyor
L.B. – Licensed Business
C. – Calculated
Fnd. – Found
D. – Deed
Pl. – Plat
M. – Measured
conc. – Concrete
cor. – corner
FP – fence post
A/C – air conditioner
Cond. – Conduit
F.S. – frame shed
M.S. – metal shed
P.S. – plastic shed
C.B.S. – conc. block shed
Add. – addition
Pl. – planter
R.O.W. – right of way
F.T. – fish table
T.R. – telephone riser
L.P. – light/lamp pole
G.A. – guy anchor
Bldg. – building
S.U.L. – safe upland line
M.H.W.L. – mean high water line

Nail / PK Nail Found
Nail/Pk Nail LB #7882 set
Pipe Found
Pipe/Cap LB #7882 set
Rebar Found
Wood Utility Pole
OU Overhead Utility
Concrete Utility Pole
Chainlink fence
Wood/plastic fence
Manhole
Water Meter/sewer valve
Water valve
Rock
Concrete Davit Base

Note: All pipes set are 7/8" (outside diameter) with cap stamped LB #7882
All PK nail/MAG nail or 60d spikes set are with discs stamped LB #7882
Unless otherwise indicated, all pipes found are 7/8" (outside diameter)
Unless indicated points have No identification



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	TANGENT	DELTA ANGLE
C1	25.00'	39.27'	35.36'	25.00'	90°00'00"

MASSEY-RICHARDS SURVEYING & MAPPING, LLC
88888 Overseas Highway / P.O. Box 619, Tavernier, Fl. 33070
Phone: (305)853-0066 / Fax: (305)853-0233

Florida Certificate of Authorization No. LB #7882

I hereby certify that the survey hereon was performed under my direct supervision and is true and correct to the best of my knowledge and belief.

DAVID S. MASSEY LICENSE PSM 5125 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

David S. Massey

Digitally signed by David S. Massey
Date: 2023.08.07 13:43:37 -04'00'

David S. Massey, P.S.M. # 5125

Client: Lighthouse Private Christian Academy

Section 28 Township 63 South, Range 37 East

Upper Matecumbe Key Monroe County, Florida

Surveyed: 8/4/23 Fieldbook No. 282

Drawing No. 19521 Drawn By: AMR Scale: 1" = 30'

Doc # 2471447 Bk# 3288 Pg# 1616 Electronically Recorded 8/14/2024 at 1:42 PM Pages 2
Filed and Recorded in Official Records of MONROE COUNTY KEVIN MADOK
ElectronicallyREC: $18.50 Deed Doc Stamp $27,965.00

THIS INSTRUMENT PREPARED BY:
Robert C. Stober, Esq.
Hershoff Lupino & Yagel, L.L.P.
88539 Overseas Highway
Tavernier, FL 33070
(305) 852-8440
RECORD AND RETURN TO:
Lillian M. Arango
Weiss Serota Helfman Cole & Bierman, P. L.
2800 Ponce de Leon Blvd., Suite 1200
Coral Gables, FL 33134

Parcel Identification Number: Parcel ID No. 00402900-000000 aka 1495221

Florida Documentary Stamps in the amount of $27,965.00 have been paid heron.

[Space Above This Line For Recording Data]

WARRANTY DEED

THIS DEED is made and executed this 12th day of August 2024, by the **ISLAND COMMUNITY CHURCH, INC., Florida Not For Profit Corporation** (the "Grantor"), whose mailing address is 83400 Overseas Hwy, Islamorada, Florida 33036, and ISLAMORADA, **VILLAGE OF FLORIDA**, a Florida municipal corporation (the "Grantee"), whose mailing address is 86800 Overseas Highway, Islamorada, Florida 33036.

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee the real property (the "Property") located in Monroe County, Florida, and more particularly described as:

LOTS 1, 2, 3 AND 4, CORAL VIEW, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 3, AT PAGE 105, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

SUBJECT TO:

1. All easements, conditions, covenants, restrictions and agreements of record, provided that this instrument shall not reimpose same.

2. Real estate taxes for the year 2024 and all subsequent years, to the extent applicable to the Property.

3. Existing applicable governmental building and zoning ordinances and other governmental regulations.

TOGETHER with all the tenements, hereditaments and appurtenances belonging or in any way appertaining to the Property, and all development rights belonging or appertaining to the Property, including all transient motel units located on the Property.

TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor does hereby warrant the title to the Property and will defend the same against the lawful claims of all persons whomsoever, and that the Property is free from all encumbrances, except taxes accruing subsequent to **December 31, 2023**.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed as of the day and year first written above.

Signed, sealed and delivered in our presence:

Witness Name: Robin Stobart
Witness Address: 88539 Overseas Hwy Tavernier, FL 33070

Witness Name: Brooks Wright
Witness Address: 155 Corrine Pl. Key Largo, FL 33037

GRANTOR:

ISLAND COMMUNITY CHURCH, INC.,
a Florida not for profit corporation

By: _____
Name: Trevor Mann
Title: President

STATE OF FLORIDA)
SS.
COUNTY OF MONROE)

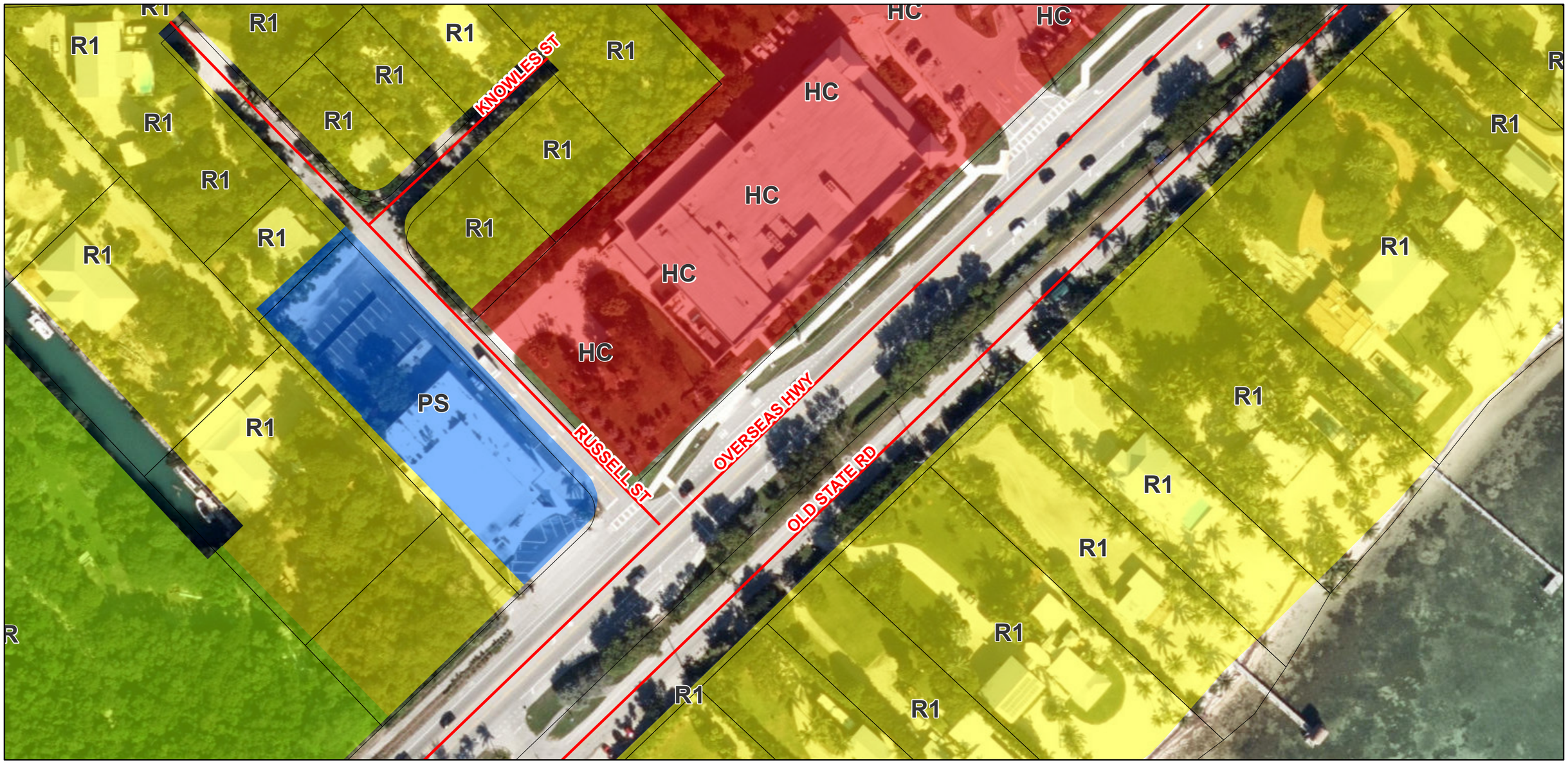
The foregoing instrument was acknowledged before me this 12th day of August, 2024, by Trevor Mann, as President of the **ISLAND COMMUNITY CHURCH, INC., Florida Not For Profit Corporation,** on behalf of the Corporation, who (check one) [ ] is personally known to me or [✓] has produced a Florida driver's license as identification.

[SEAL]

BROOKS WRIGHT
Notary Public
State of Florida
Comm# HH245803
Expires 3/28/2026

_____
Notary Public, State of Florida
Brooks Wright
Print, Type or Stamp Name of Notary Public
Commission No. _____
Commission Expires: _____

Islamorada Zoning



10/17/2023, 3:02:58 PM

- Streets
- Parcels

Zoning

- Native Residential (NR)
- Residential Single-Family (R1)
- Highway Commercial (HC)
- Public/Semi-Public Services (PS)

1:1,128

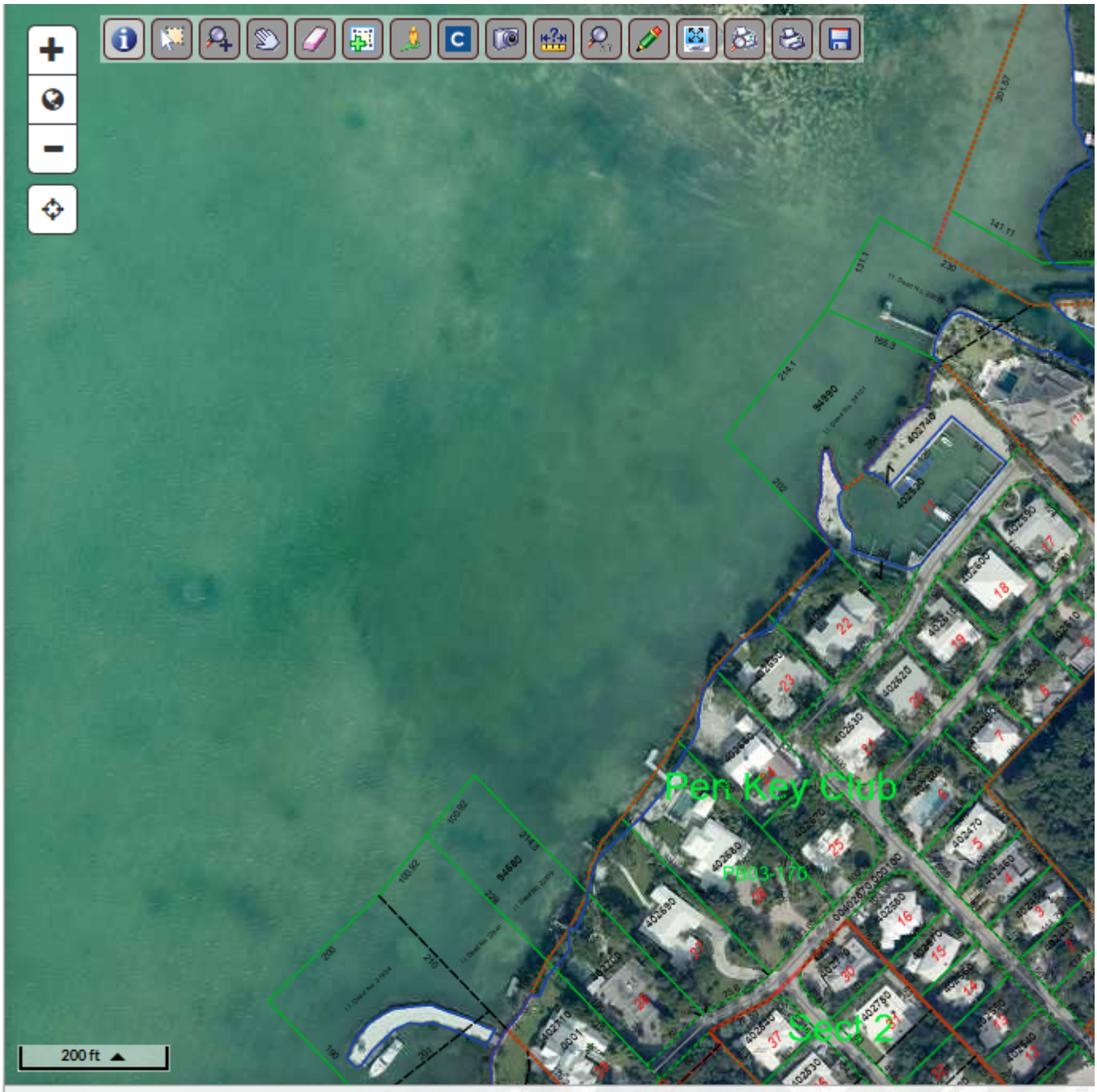
0 0.01 0.02 0.04 mi

0 0.02 0.04 0.07 km

Monroe County BOCC, Maxar, Microsoft

Village of Islamorada

Monroe County BOCC, Maxar, Microsoft |



Parcel ID	00402900-000000	**Alternate ID**	1495221
Sec/Twp/Rng	28/63/37	**Class**	CHURCH
Property Address	83250 OVERSEAS Hwy UPPER MATECUMBE KEY		
District	50VI		
Brief Tax Description	CORAL VIEW PB3-105 UPPER MATECUMBE KEY LOTS 1 2 3 & 4 OR576-56 RE: 40291 & 40292 COMBINI (Note: Not to be used on legal documents)		

March 27, 2026

The Honorable Don Horton
Mayor, Village of Islamorada
86800 Overseas Highway
Islamorada, Florida 33070

Dear Mayor Horton,

FloridaCommerce has completed its review of the proposed comprehensive plan amendment for the Village of Islamorada (Amendment No. 26-01ACSC), which was received on February 12, 2026. 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. FloridaCommerce does not identify any objections or comments to the proposed amendment and this letter serves as the Objections, Recommendations and Comments Report. Review comments received by FloridaCommerce from the appropriate reviewing agencies, if any, are enclosed.

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.**

If you have any questions related to this review, please contact Adam Sieracki, Planning Analyst, by telephone at (850)-717-8549 or by email via Adam.Sieracki@Commerce.fl.gov.

Sincerely,

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

JDS/as
Enclosure: Procedures for Adoption

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

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

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://fldeo.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.

Docusign Envelope ID: 073E2616-DFA6-41B7-8CB0-05912BB56EFC

Florida Department of Transportation

RON DESANTIS
GOVERNOR

1000 N.W. 111 Avenue
Miami, Florida 33172

JARED W. PERDUE, P.E.
SECRETARY

March 2, 2026

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 #26-01ACSC

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 subject amendment.

The District reviewed the package per Chapter 163 Florida Statutes and found the proposed 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:
B06CD067559854DD...

Shereen Yee Fong, MS-CE
Community Planning Coordinator

Docusign Envelope ID: 073E2616-DFA6-41B7-8CB0-05912BB56EFC

Cc: Heidi Solaun, P.E., Florida Department of Transportation, District 6
Dat Huynh, P.E., Florida Department of Transportation, District 6
Kenneth Jeffries, Florida Department of Transportation, District 6
Isabel Cosio Carballo, South Florida Regional Planning Council
Kathe Lerch, South Florida Regional Planning Council
Donna Harris, Florida Department of Commerce

From: Stansbury, James
To: Valdez, Yazmin; Sieracki, Adam
Cc: DCPexternalagencycomments
Subject: FW: [EXTERNAL] - Village of Islamorada 26-01ACSC Proposed
Date: Monday, March 02, 2026 1:22:11 PM
Attachments: image001.png

James Stansbury
Bureau Chief, Community Planning and Growth
Division of Community Development

FloridaCommerce
Office: 850.717.8512
www.FloridaJobs.org

From: FDOT Planning <FDOT.Planning@dot.state.fl.us>
Sent: Monday, March 2, 2026 1:02 PM
To: Stansbury, James <james.stansbury@commerce.fl.gov>
Cc: Stettner, Alison <Alison.Stettner@dot.state.fl.us>
Subject: [EXTERNAL] - Village of Islamorada 26-01ACSC 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."

Mr. Stansbury:

- There were no policies that were considered restrictive and burdensome.

Thank you,

Emily Rhodes
Statewide Planning Analyst
FDOT Office of Policy Planning
605 Suwannee St. | Tallahassee, FL 32399
(850) 414-4037
Emily.Rhodes@dot.state.fl.us

Council Communication

To: Mayor and Village Council
From: Jennifer DeBoisbriand , Planning Director
Date: August 20, 2026
SUBJECT: **Ordinance to Amend the Zoning Map from Public and Semi-Public Services District to Highway Commercial District for Parcel 00402900-000000 - Second Reading TAB 26**

Background:
The Village has submitted a map amendment application requesting an approval for a Zoning Map Amendment from Public/Semi-Public Services (PS) District to Highway Commercial (HC) District on the subject property, located at 83250 Overseas Highway, comprised of 32,000 square feet. The property is the former home of Island Community Church. The Village purchased this property in 2024 for $3.9million and leased it back to the Church until this past August. The Village now uses the building and the property for storage. Council and the Village Manager have requested this change so that the property can be used to its best potential. This Zoning Map amendment has a companion application for a Future Land Use Map (FLUM) Amendment, which proposes a change from a Public/Semi-Public Services (PS) to a Mixed-Use (MU) designation, and the Zoning Map amendment cannot be approved without approval of the companion FLUM Amendment.

Existing Use and Habitat:

The subject property is a 32,000 square foot parcel in Upper Matecumbe. The property was the original home to the original Islamorada movie theater. In 1974 the Church purchased the property for its congregation. The property contains no significant habitat and is mostly devoid of all vegetation. The property is not recognized as habitat to any state or federal listed animal species, and it is not within the state conservation recreation lands' boundary or critical habitat area. Pursuant to the Village's GIS data and records the parcel is not defined as any specific habitat.

Surrounding Land Uses and Zoning Districts:
The subject property currently has an existing Public/Semi-Public Services (PS) Zoning District designation. The adjacent properties to the South are designated Residential Single family (R1). To the North the adjacent properties are designated as Residential Single Family (R1) and Highway Commercial (HC). The properties to the West are designated as Residential Single Family (R1) and to the East across Overseas Highway and the Old Road is Residential Single Family (R1). The character of the subject property is an existing church building and associated infrastructure, and the surrounding area is mixed-use with a collective of retail businesses, multi-family apartments, and single-family residences.

Analysis:

The proposed Zoning Map amendment, from a Public/Semi-Public Services (PS) District to a Highway Commercial (HC) District in conjunction with the companion application for a FLUM Amendment from a Public/Semi-Public Services (PS) to a Mixed-Use (MU) designation, would allow the potential repurposing of the existing building to a commercial use.

Pursuant to Section 30-696 the purpose of the Highway Commercial (HC) zoning district is to accommodate existing businesses along U.S. 1 and to provide opportunities for new commercial retail shops and services that typically are auto dependent and are used by people on less than a weekly basis, or to accommodate the building and service trades. Single-family or multifamily residential uses and educational uses are an option to commercial use. Though not proposed, any future development of the subject property would require site plan application approval, this will ensure that the subject property meets the standards of review of the Comprehensive Plan and the Land Development Regulations (LDRs), including but not limited to: requirements for minimum open space; habitat preservation, concurrency management and level of service (LOS) standards for transportation, infrastructure, wastewater, stormwater and other public services; off-street parking and internal circulation; required setbacks; landscaping, dedicated conservation easements for existing habitat; on-site and off-site improvements and design amenities required to achieve land use compatibility for the surrounding land uses and zoning districts.

Compatibility with Comprehensive Plan Policies:

- Objective 1-2.4, Recognize Mixed Use Development Patterns
- Policy 1-2.4.1: Guide the Location of Commercial Uses and Revitalize Commercial Areas
- Policy 1-2.4.5: Standards Applicable to Non-Residential Uses in the MU Designation.
- Policy 1-2.4.6: Establish Zoning Criteria for MU
- Policy 2.8.1: Public and Semi-Public Services (PS)
- Objective 1-1.1: Plan and Design for Residential Quality
- Objective 1-1.2: Reinforce and enhance the Villages Appearance

Comprehensive Plan Objective 1-2.4: Recognize Mixed Use Development Patterns

Areas designated Mixed Use (MU) on the Future Land Use Map recognize the prevalent and historical mixed-use pattern of development in the Village. The MU category shall accommodate a mix of commercial and residential uses, which may be located in the same building, limited public and semi-public uses, recreational facilities, schools, marinas, tourist-oriented facilities, and supportive community facilities ancillary to the permitted uses, pursuant to the standards in the Comprehensive Plan and the Land Development Regulations.

The proposed map amendment would be consistent with the historical trend of a mixed-use development pattern within the Village. The properties along Overseas Highway contain mixed uses, including commercial, recreation and residential uses.

Comprehensive Plan Policy 1-2.4.1: Guide the Location of Commercial Uses and Revitalize Commercial Areas

Mixed Use (MU) is the only FLUM category in which commercial uses shall be permitted. The general pattern of commercial land uses in MU shall:
1. Prevent negative impacts on the fragile coastal ecosystem by directing commercial development away from environmentally sensitive lands and critical habitat;

2. Revitalize all existing commercial areas and further distinguish Village Activity Centers;
3. Restrict the scale and intensity of commercial development outside of the Village Activity Centers and other appropriate areas in the Village;
4. Promote safe and efficient vehicle, cyclist and pedestrian movement;
5. Prevent or minimize Village costs to provide infrastructure;
6. Avoid encroachment of incompatible commercial activity into established residential neighborhoods;
7. Enhance the unique character of the Village's commercial land uses through incentives for bufferyards and landscaping; and
8. Facilitate within the Village Activity Centers, the creation of aesthetically pleasing commercial spaces outdoors, as places for social leisure and interaction, while limiting light industrial uses, outdoor storage and sales as a primary use of land, and outdoor retail sales as an accessory use of land.

The proposed FLUM amendment would assist in guiding and revitalizing the existing mixed commercial uses. The property was a commercial use originally and is located in a Village Activity Center.

Comprehensive Plan Policy 1-2.4.5: Standards Applicable to Non-Residential Uses in the MU Designation

The Floor Area Ratio (FAR) for MU designated parcels outside of the Village Activity Centers shall not exceed 0.25, except that an FAR up to 0.35 may be allowed on designated receiver sites through the transfer of development rights and for Working Waterfronts parcels, as provided for in the Land Development Regulations. FAR within the Village Activity Centers and on Working Waterfronts parcels shall not exceed 0.35 FAR. The Land Development Regulations shall establish criteria governing the appropriate mass and scale of structures, trip generation, design and location of access and egress facilities, off-street parking and safe pedestrian facilities in MU. Design techniques such as landscaping, screening and buffering shall be applied to ensure land use compatibility within MU areas.

Any possible future development associated with the proposed FLUM amendment would be required to comply with all applicable portions of the Land Development Regulations, including but not limited to landscaping, buffering and off-street parking. Therefore, the proposed amendment is consistent with Policy 1-2.4.5.

Comprehensive Plan Policy 1-2.4.6: Establish Zoning Criteria for MU

The following criteria shall be used as guidelines for designating Zoning Districts within the Mixed Use FLUM category:
1. Residential Zoning Districts: In general, residential Zoning Districts shall be established where there are existing residential neighborhoods within the Village Activity Centers.
2. Commercial Zoning Districts: In general, commercial Zoning Districts shall be established where there are existing commercial uses, including single vacant parcels of land located between two (2) existing commercial uses.
3. Integrated Use Zoning Districts: Integrated use Zoning Districts, which encourage commercial and residential uses to co-locate on the same parcel or within the same building shall be established to maintain and promote affordable, workforce and employee housing. Appropriate locations for integrated use zoning shall include, in general, areas where such uses already exist, the core areas of the Village Activity Centers and other select locations along U.S. 1 where existing structures, business types and locations lend themselves to

compatible co-existence with residential uses.
4. School and Recreational Zoning Districts: These Zoning Districts shall be established to accommodate existing or proposed school or recreational uses.

The proposed map amendment would be consistent with Policy 1-2.4.6. The property adjacent already contains a commercial use and this subject property was originally a commercial use.

Comprehensive Plan Policy 2.8.1: Public and Semi-Public Services (PS)

The Public and Semi-Public Services (PS) land use designation is intended to accommodate existing public and semi-public services including: governmental administration buildings; public schools; not-for-profit educational, recreational, religious, arts and cultural or health related institutions; hospital facilities and supportive health care units; residential institutional uses at a maximum of twelve (12) units per acre, essential public services and facilities; fire and emergency operation facilities; and utilities. Wireless communications facilities may be provided as a major conditional use. Lands designated PS shall contain sufficient acreage and open space and be properly screened and buffered in order to minimize potential adverse impacts on adjacent land uses. The maximum floor area ratio for areas designated PS shall not exceed 0.25, except that a FAR up to 0.35 may be allowed on designated receiver sites through the transfer of development rights, as provided for in the Land Development Regulations.

Pursuant to the concurrency management program described in Objective 9-1.2, the Village shall monitor the need for increased land area for public and semi-public services and shall ensure that the PS land use designation on the Future Land Use Map is sufficient to accommodate increased needs for these uses, including public schools and associated facilities.

The proposed map amendment would be consistent with Policy 2.8.1. The church is moving to a new location and this site will be more suited for commercial use.

Comprehensive Plan Objective 1-1.1: Plan and Design for Residential Quality and Objective 1-1.2: Reinforce and enhance the Villages Appearance

Realizing the following:

That the Village incorporated to create a Comprehensive Plan to reclaim the Keys by conserving, preserving, and retaining our remarkable assets—our waters and natural environment—and our quality of life;

That the Village is and must continue to be synonymous with sport fishing, diving, the Everglades National Park, the living coral reef, Indian Key, Lignumvitae Key, Shell Key, Windley Quarry, and many species of fish and fowl;

That the Comprehensive Plan must further understanding of the ecological limits of our Keys and prohibit any further degradation of our natural resources by incompatible land and marine activities such as casino boats, sea planes, personal watercraft, and other watercraft that are operated improperly; and

That the Comprehensive Plan must describe public and private actions needed to protect and retain the Village's waterways and natural resources comprising our unique ecosystem as well

as preserve the quiet solitude of the backcountry.

The Comprehensive Plan shall provide a growth management framework that:

- Directs development only to sites that can accommodate such activity without promoting conflict with natural resources;
- Encourages sustainability by limiting growth in order to establish and maintain acceptable levels of service for hurricane evacuation, potable water and wastewater services, traffic flow, recreation and open space as well as reclaim and preserve the quality of our natural resources;
- Keeps development away from the shoreline and wetlands;
- Provides a sound basis for developing land use controls that ensure acceptable levels of service for hurricane evacuation, protect coastal resources, including nearshore waters, wetlands, grassbed flats, mangroves, as well as hammocks, and establish a basis for managing landscaping, signage, parking, drainage, and water quality;
- Relies on ecological constraints to establish limits for growth and create standards and criteria to ensure that human induced activities do not diminish assets of our unique coastal environment; and
- Ensures that the character and location of land uses incorporate best management practices and principles of resource conservation, promote orderly land use transition, and minimize threats to health, safety, and welfare which may be caused by incompatible land uses, environmental degradation, hazards and nuisances.

The proposed map amendment is consistent with these objectives by encouraging the repurposing of existing developed sites.

Procedures for Amendments to Zoning Map:

Pursuant to Section 30-411(d)(4)(b) of the Code of Ordinances, the Village Council must find that the application is consistent with the Comprehensive Plan, that the applicant has complied with all procedural requirements of this section, and that the maintenance of the existing zoning on the property does not accomplish a legitimate public purpose. The Village Council shall make its determination on a finding of legitimate public purpose based on one or more of the following factors:

1. Demand for the proposed Zoning District in the Village in relation to the amount of land currently zoned and available to accommodate that demand.

Pursuant to the Village's GIS data and records, there are approximately 538 parcels that are designated within the HC Highway Commercial District, which represents approximately 7.56 percent of the 7,108 total parcels within Islamorada, Village of Islands. Of the 538 parcels within the HC Highway Commercial District, 85 parcels are vacant, which equates to approximately 15.79 percent of the total parcels.

2. Compatibility of the site's physical, geological, hydrological and other environmental features, with the uses permitted in the proposed Zoning designation.

The Site is currently developed and has been used as a commercial use or a church/school for many years. These uses are compatible with the proposed Zoning District.

3. Data errors, including errors in mapping, vegetative types and natural features described

in the comprehensive plan.

There is no evidence that there are any errors in the Villages GIS data, records and other resources.

4. New Issues.

The Village has accepted 300 additional affordable housing units. According to the Department of Commerce there is an additional need for commercial space in conjunction with those units.

5. Recognition of a need for additional detail or comprehensiveness.

There is no need for additional detail because there are no proposed changes to the subject property.

6. Compatibility of the proposed district with the property surrounding the site of the requested rezoning and any applicable neighborhood or redevelopment plan.

As previously indicated, the subject property currently has an existing Public/Semi-Public Services (PS) Zoning District designation. The adjacent properties to the South are designated Residential Single family (R1). To the North the adjacent properties are designated as Residential Single Family (R1) and Highway Commercial (HC). The properties to the West are designated as Residential Single Family (R1) and to the East across Overseas Highway and the Old Road is Residential Single Family (R1). The character of the subject property is an existing church building and associated infrastructure, and the surrounding area is mixed-use with a collective of retail businesses, multi-family apartments, and single-family residences.

At its meeting on January 12, 2026, the LPA voted unanimously to recommend approval of this ordinance.

At its meeting on February 10, 2026, the Village Council voted to adopt this ordinance at first reading.

Budget Impact:
None

Staff Impact:
There is no anticipated impact on Staff other than updating of the official zoning maps.

Recommendation:
Staff recommends the approval of this ordinance.

Attachments: 1. ICC Zoning ORD Village with first vote

After recording return to:
Planning and Development Services Dept.
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada Florida 33036

ORDINANCE NO. 26-

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, TO AMEND THE OFFICIAL ZONING MAP FROM PUBLIC/SEMI-PUBLIC SERVICES (PS) TO HIGHWAY COMMERCIAL (HC) FOR THE SUBJECT PROPERTY, LOCATED ON UPPER MATECUMBE KEY, WITH REAL ESTATE NUMBER 00402900-000000, AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

WHEREAS, the Official Zoning Map of Islamorada, Village of Islands (the "Village") became effective April 30, 2002; and

WHEREAS, the Village of Islamorada, has requested an Official Zoning Map amendment from the Public-Semi Public (PS) District to the Highway Commercial (HC) Zoning District for a parcel consisting of approximately 32,000 square feet of land with the Parcel ID Number 00402900-000000 (the "Property"), as legally described below; and

WHEREAS, pursuant to Section 166.041, Florida Statutes and Sections 30-101 and 30-213 of the Village Code of Ordinances (the "Code"), the Village Local Planning Agency publicly considered the Zoning Map Amendment during a duly noticed public hearing; and

WHEREAS, in accordance with Section 166.041, Florida Statutes, and Section 30-213 of the Village Code, notice of the public hearing(s) has been given for the proposed adoption of this Ordinance; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council") finds that the adoption of the Official Zoning Map Amendment 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; and

WHEREAS, the Village Council has determined that the proposed Zoning Map Amendment is consistent with the Village Comprehensive Plan; and

WHEREAS, the Village Council desires to consider the proposed Zoning Map Amendment in accordance with State law.

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

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

Section 2. Approval/Denial of Zoning Map Amendment. The Official Zoning Map Amendment is hereby **approved** as part of the Official Zoning Map of the Village. A copy of the Official Zoning Map Amendment is attached as Exhibit "A" and incorporated herein by this reference, for the following described property:

CORAL VIEW PB3-105 UPPER MATECUMBE KEY LOTS 1 2 3 & 4 OR576-56 RE: 40291 & 40292 COMBINED IMPROVEMENTS SIT ON ALL LOTS 8-3-89

Section 3. Transmittal. The Village Clerk is hereby authorized to forward a copy of this Ordinance to the State Department of Commerce ("Commerce") for approval in accordance with Section 380.05(6), Florida Statutes.

Section 4. Effective Date. This Ordinance shall not become effective until approved pursuant to Final Order by the Florida Department of Commerce (Commerce) pursuant to Section 163.3184, Florida Statutes or if the Final Order is challenged, until the challenge to the order is resolved pursuant to Chapter 380.05, Florida Statutes.

The foregoing Ordinance was offered by Councilwoman Gillis, who moved for 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 Don Horton	YES
Vice Mayor Sharon Mahoney	YES
Councilwoman Deb Gillis	YES
Councilwoman Anna Richards	YES
Councilman Steve Friedman	YES

PASSED on the first reading this 10th day of February 2026.

[Remainder of this page intentionally left blank]

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

Mayor Don Horton ___

Vice Mayor Sharon Mahoney ___

Councilwoman Deb Gillis ___

Councilwoman Anna Richards ___

Councilman Steve Friedman ___

PASSED AND ADOPTED on the second reading 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 ONLY

_____
JOHN J. QUICK, VILLAGE ATTORNEY

Council Communication

To: Mayor and Village Council
From: Jennifer DeBoisbriand , Planning Director
Date: August 20, 2026
SUBJECT: **Administrative Appeal of a Dwelling Unit Determination for 86751 Old Highway TAB 27**

Background:
The subject property is located at 86751 Old Highway, Real Estate Numbers 00411890-000000, and is within the Residential Single Family (R-1) zoning district.

In 2017, the applicant completed the dwelling unit determination process. At that time, Village staff recognized one dwelling unit at the property. The applicant appealed the decision to the Village Council, and the Council upheld staff's determination through Resolution 17-01-02.

Analysis:
In October 2025, the applicant requested reconsideration of that decision. Staff may reconsider a prior determination only when new information is provided that would have affected the earlier decision.

Following staff review and a meeting with the applicant, the Village determined that no new information or evidence had been submitted that would warrant reconsideration. Accordingly, the prior determination remains in effect.

The applicant's stated basis for appeal is included in the packet.

Budget Impact:
None

Staff Impact:
None

Recommendation:
Staff recommends denying the appeal request.

Attachments:
1. MGregg Appeal Reso
2. CC Back up

Prepared by and 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 ADMINISTRATIVE APPEAL NO. PLADA20260069 FILED BY MARK GREGG (APPELLANT) RELATING TO AN ADMINISTRATIVE DECISION AND INTERPRETATION BY THE DIRECTOR OF PLANNING (RECONSIDERATION OF DWELLING UNIT DETERMINATION) FOR PROPERTY LOCATED AT 86751 OLD HWY (REAL ESTATE NUMBER 00411890-000000), ON PLANTATION KEY, ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS LEGALLY DESCRIBED HEREIN; AND 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, Mark H. Gregg, (the "Appellant") filed an Application for Administrative Appeal (the "Appeal") pursuant to Section 30-281 of the Code of Ordinances of Islamorada, Village of Islands (the "Village"); and

WHEREAS, the purpose of the Appeal is to seek the Village Council's review of a determination made by the Director of Planning (the "Director") regarding the Appellant's property located 86751 Old Highway on Plantation Key, as legally described in Exhibit "A" attached hereto; and

WHEREAS, on April 30, 2026, the Planning and Development Services Department issued a determination denying a request for reconsideration of a previous dwelling unit determination on the Appellant's property as "no new evidence [was] submitted that would warrant reconsideration of Resolution No. 17-01-02"; and

WHEREAS, on May 26, 2026, the Appellant filed the Appeal of the Director's April 30, 2026, decision; and

WHEREAS, on August 20, 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 the following:

(1) The Council heard the Appeal on August 20, 2026.

(2) The hearing was duly noticed pursuant to Section 30-213 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 August 20, 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 **APPROVED/DENIED.**

Section 4. Effective Date. This Resolution shall not take effect until after thirty (30) days following the date it is filed with the Village Clerk, during which time the Request herein shall be subject to appeal as provided in the Code, 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 20th DAY OF AUGUST 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

Through: Seth Lawless, Village Manager
Cheryl Cioffari, AICP, Director of Planning

From: Karl W. Bursa, AICP, CFM, Senior Planner

Date: January 26, 2017

SUBJECT: ADMINISTRATIVE APPEAL (AA-16-03) BY MARK GREGG, RELATING TO THE DETERMINATIONS OF FACT BY VILLAGE STAFF IN PRE-APPLICATION CONFERENCE APPLICATION NO. PC-16-01

Background:
The Appellant is Mark Gregg (the "Appellant"). The decision being appealed is for property located at 86751 Old Highway, as legally described in Exhibit "A" to the Proposed Resolution (Attachment A) with the Parcel ID Number 00411890-000000 (the "Property"). The Appellant is appealing Village Staff's determination regarding the number of legally established dwelling units found to be in existence memorialized in Pre-Application Conference application PC-16-01 (the "Determination" – Attachment B). The Property is located in the Residential Single-Family (R1) Zoning District and the Residential Medium (RM) Future Land Use Map category.

The subsequent Administrative Appeal application was received on April 20, 2016 (the "Appeal," Attachment C).

Staff has received correspondence from various parties regarding the Appeal (Public Comment Placeholder (Attachment D))

Section 30-281 of the Village Code (the "Code") governs Administrative Appeals. Relevant portions are included below.

> Section 30-281(d): At the public hearing, the Village Council shall consider *the appeal, the relevant support materials, the Director's recommendations, and public testimony* given at the hearing.
>
> Section 30-281(d): The Village Council in reviewing the appeal under this Section *shall presume the original decision of the Director…was correct and shall only overturn such decision where there has been an error of fact or law.*

Section 30-281(e): When considering an appeal, the Village Council shall consider the following factors. In *no* event, however, shall an appeal be approved which fails to meet *any* standard below. Failure to comply with *any* standard shall be deemed adverse to the public interest.

1. The appeal is consistent with the purposes, goals, objectives and policies of the Comprehensive Plan;

2. The appeal complies with all relevant and appropriate portions of this Chapter; *and*

3. There was an error of fact or law in the decision of the Director.

Section 30-281(f): At the close of the public hearing…the Village Council shall by resolution, *grant, grant with conditions or deny the appeal.*

Analysis:
The Appellant states in his narrative that the, "*sole issue in this appeal is whether the Appellant met the requirements of LDR Section 30-473(2)(b) by providing aerial photographs that clearly show the existence of two dwelling units on the Property both before and after 1990.*" The Appellant's statement neglects the second portion of Code Section 30-473(2)(b) that adds that either, "Aerial photograph(s) or signed and sealed survey(s) clearly showing existence of the dwelling unit…either in 1990, or if not available for 1990 then both prior to and subsequent to 1990" would be acceptable as evidence to support the claims.

The Appellant asserts that "*it is impossible to determine the number of units in a multi unit structure from an aerial photograph or survey, and therefore it is unreasonable for Staff to require the Appellant to meet an impossible standard of proof which is not expressly contained in the language of the LDR's."* Staff does not concur with the Appellant's assertion. Per Florida Statues 472.005(b),

"The practice of surveying and mapping also includes, but is not limited to, photogrammetric control; the monumentation and remonumentation of property boundaries and subdivisions; *the measurement of and preparation of plans showing existing improvements after construction; the layout of proposed improvements*; the preparation of descriptions for use in legal instruments of conveyance of real property and property rights; the preparation of subdivision planning maps and record plats, as provided in Chapter 177; the determination of, but no the design of, grades and elevations of roads and land in connection with subdivisions or divisions of land; and the creation and perpetuation of alignments related to maps, record plats, field note records, reports, property descriptions, and plans and drawings that represent them."

Property owners can request that the surveyor clearly indicate the number of units within a structure. Furthermore, Staff is required by the Village Code to apply Code Section 30-473(2)(d) to each request for a determination of the number of units that are legally established on the Property which was enacted by Ordinance 05-08 and has not been amended since its establishment.

The Appellant submitted aerial photography from 1968, 1991, and 2014 showing the building in its current location; however, since the purported units are wholly contained within the footprint of the building, only one structure is visible. The Appellant was also unable to produce a survey

of the Property consistent with the requirements of Code Section 30-473(d)(2); and as such, Staff was unable to substantiate the Appellant's claim of more than one (1) single-family dwelling unit on the Property.

1. *The appeal is consistent with the purposes, goals, objectives, and policies of the Comprehensive Plan.*

   The Appeal is not in compliance with Comprehensive Plan Objective 1-2.2 "Non-conforming Uses and Structures," Objective 1-2.3, "Establish Future Land Use Designations," and Policy 1-2.3.3 "Residential Medium (RM)".

   > **OJBECTIVE 1-2.2: NON-CONFORMING USES AND STRUCTURES.** Islamorada, Village of Islands shall protect *legally established uses and structures* within the Village, except as provided for in Policy 1-2.2.5 of this Plan, and shall encourage the rehabilitation and maintenance of all residential and non-residential structures, where it can be demonstrated that such non-conforming uses and structures are consistent with the community's character.
   >
   > **OBJECTIVE 1-2.3: ESTABLISH FUTURE LAND USE DESIGNATIONS.** The Future Land Use designations, as depicted on the Future Land Use Map (FLUM) series shall be established as defined herein.
   >
   > > **Policy 1-2.3.3: Residential Medium (RM)**.
   > > This designation is intended to provide stable, single-family neighborhoods and allow for uses which further the peaceful enjoyment and high quality residential character valued by Village residents. Areas designated Residential Medium (RM) on the Future Land Use Map shall include one (1) single family unit on one lot of record, and duplexes. Duplexes shall only be permitted in Zoning Districts where legally permitted duplexes currently exist.

   If the administrative appeal is approved and the Property is determined to contain two (2) dwelling units by the Village Council, the Property would be considered nonconforming to use and nonconforming to density. As stated above, the Property is located within the RM FLUM and the R1 Zoning District. The Comprehensive Plan Objective 1-2.2 allows nonconforming uses to continue when such nonconforming uses have been legally established and Objective 1-2.3 and Policy 1-2.3.3 indicates that areas designated RM on the Future Land Use Map shall be limited to one (1) single-family unit on one lot of record, and duplexes shall only be permitted in Zoning District where legally permitted duplexes currently exist. The burden of proof is on the Appellant to prove that the use (duplex or multifamily) and number of units is legally established. The Appellant has not demonstrated that the use or more than one (1) dwelling unit on the Property is legally established.

   NOT IN COMPLIANCE

2. *The appeal complies with all relevant and appropriate portions of this Chapter.*

   Section 30-684 of the Code states that the Residential Single-Family (R1) Zoning District's purpose and intent, "… is to accommodate homes, homeowner's parks, and open space in the single-family residential neighborhoods located in subdivisions and on streets where the

primary land use is single-family residential. On lots fronting U.S. 1, this zoning district shall also accommodate multifamily attached affordable housing of up to four units."

Recognition of a multifamily use, or more than one (1) dwelling unit, would create a nonconforming use in the R1 Zoning District. Therefore, the appeal is not in compliance with Code Section 30-684.

NOT IN COMPLIANCE

3. *There was an error of fact or law in the decision of the Director.*

The Appellant does not suggest an error of fact or law. The Appellant's argument is rather that the language provided in the Code is impossible to provide. The Appellant has been unable to provide evidence that the structure was legally permitted as a duplex with the benefit of a Monroe County or Islamorada Building Permit or other official approval. Furthermore, the Appellant was unable to sufficiently meet the criteria established within Code Section 30-473(d).

The Appellant was unable to produce either an aerial photograph or signed and sealed survey that clearly showed the existence of more than one (1) dwelling unit in 1990 or prior and subsequent to 1990. It is the burden of the Appellant to prove the existence of the dwelling units. Staff does not wholly disagree with the Appellant's assertion that a two-dimensional photograph may not provide sufficient evidence to determine the existence of two (2) dwelling units if the units exist in the same building footprint. However, the Appellant maintained the option of providing a signed and sealed survey of the Property that listed the structure as a duplex or identified more than one (1) residential dwelling unit. The criterion specifically states, "Aerial photograph(s) or signed and sealed survey(s) clearly showing existence of the dwelling unit or nonresidential structure either in 1990, or if not available for 1990 then both prior to and subsequent to 1990."

NOT IN COMPLIANCE

Budget Impact:
No material financial or budget impact to the Village would occur as a result of approval or denial of this Administrative Appeal.

Staff Impact:
Current Staffing levels are not expected to be impacted by either decision made by Council.

Recommendation:
Based on the above criteria, data collected and analyzed by Staff and provisions of Village Code Chapter 30 *Land Development Regulations* which may only be interpreted by the Director of Planning, the Permit Application is not in compliance with the Code Chapter 30 *Land Development Regulations* and the Comprehensive Plan, it is recommended that the Village Council **DENY** the Administrative Appeal by adoption of the attached Resolution (Attachment A).

RESOLUTION NO.

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING ADMINISTRATIVE APPEAL NO. AA 16-03 FILED BY MARK GREGG OF AN ADMINISTRATIVE DECISION AND INTERPRETATION BY THE DIRECTOR OF PLANNING FOR PROPERTY LOCATED AT 86751 OLD HIGHWAY, ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A"; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on April 20, 2016, Mark Gregg, (the "Appellant") filed Administrative Appeal No. AA-16-03 (the "Appeal") pursuant to Section 30-281 of the Code of Ordinances of Islamorada, Village of Islands (the "Village"); and

WHEREAS, the purpose of the Appeal is to seek the Village Council's review of a determination made by the Director of Planning (the "Director") regarding the findings set forth in Pre-Application Conference Application No. PC-16-01, specifically the determination of the number of legally established dwelling units on Appellant's property located at 86751 Old Highway, as legally described in Exhibit "A" attached hereto; and

WHEREAS, on January 26, 2017 a duly noticed 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. 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 26, 2017.

(2) The hearing was noticed pursuant to Section 30-213(j) of the Village Code and all interested parties concerned in the matter were given an opportunity to be heard.

(3) The Director presented to the Village Council the written recommendation of the Village Staff dated January 26, 2017.

(4) The Director's interpretation of the Code [is / is not] supported by the facts presented.

(5) The granting of the legally established residential dwelling unit(s) [is / is not] supported by the facts and documents presented.

Section 2. 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 by Mark Gregg is hereby [DENIED/APPROVED].

Section 3. Effective Date.

This Resolution shall not become effective until approved pursuant to Final Order by the State Department of Economic Opportunity ("DEO") pursuant to Section 163.3184, Florida

Statutes or if the Final Order is challenged until the challenge to the order is resolved pursuant to Chapter 380.05, Florida Statutes.

Motion to adopt by_____, second by_____.

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

Mayor Jim Mooney	_____
Vice Mayor Chris Sante	_____
Councilman Mike Forster	_____
Councilwoman Deb Gillis	_____
Councilwoman Cheryl Meads	_____

PASSED AND ADOPTED THIS _____ DAY OF_____, 2017.

_____
JIM MOONEY, MAYOR

ATTEST:

_____
KELLY TOTH, VILLAGE CLERK

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

_____
ROGET V. BRYAN, VILLAGE ATTORNEY

This Resolution was filed in the Office of the Village Clerk of this ____ day of _____, 2017.

_____
Kelly Toth, Village Clerk

EXHIBIT “A”

Lot 2, Less the South 50 Feet, Square 2, Plantation Ridge Subdivision, according to the Plat thereof, as recorded in Plat Book 3, at Page 43 of the Public Records of Monroe County, Florida.

Islamorada,
Village of Islands

Sent via e-mail: mgregg87@aol.com

March 21, 2016
Revised: May 16,2016

Mark Gregg
P.O. Box 324
Micanopy, FL 32667

Project: **Pre-Application Conference (PC-16-01) Summary**
Location: **86751 Old Highway, Plantation Key**
Parcel RE#: **00411890-000000**

Dear Mr. Gregg:

Thank you for your Application for a Pre-Application Conference (the "Application"). The following is the Planning and Development Services Department's ("staff") analysis of your questions and a summary of the meeting held on October 12, 2015. Those in attendance were Mark Gregg, Applicant and Patrick Doty, Planner. The purpose of the Pre-Application Conference is to familiarize the applicant with the applicable provisions of Chapter 30, *Land Development Regulations (LDRs)* of the Code of Ordinances ("Code") of Islamorada, Village of Islands, Florida (the "Village"), and the processes required for a dwelling unit determination at the Subject Property.

Based upon the information provided by the Applicant, research completed by Staff and the provisions of the LDRs in effect at the time of the Application, this summary shall serve as a description of, in general, what provisions of the LDRs apply to the dwelling unit determination, what will be required for the determination, and the required submittals. The following provides a written response to the questions submitted in the application and those posed at the meeting.

Property Background:
The subject property (the "Property") is located at 86751 Old Highway, Plantation Key with Real Estate Number 00411890-000000 and is within the Residential Single-family (R1) Zoning District and the Residential Medium (RM) Future Land Use Map category. According to the Monroe County Property Appraiser's Office, the Property is 6,943 square feet of land area and contains a single-family home.

Proposed Development:
The questions posed in the Application and voiced during the meeting relate to a proposed affordable housing development located at the Property. The Agent also requested any other potential development options for the Property that would comply with the existing zoning and FLUM designation and allow for an increase in the number of affordable dwelling units on the Property.

86800 Overseas Highway • Islamorada, Florida 33036-3162
Office 305-664-6400 • Fax 305-664-6467 • www.islamorada.fl.us

Analysis:

What is the exact procedure to apply for a determination that the structure is a legally established dwelling unit? What is the fee?

The pre-application conference is the procedure to acknowledge dwelling units on the Property. In order for a structure to be considered as a residential unit and be exempt from Building Permit Allocation System (BPAS), a dwelling unit area shall be determined to legally exist if the parcel meets at a minimum all of the criteria of either Code Section 30-473(d)(1) or Code Section 30-473(d)(2):

(1) A permit or other official approval was issued by the village or Monroe County for the unit(s) or floor area for residential dwelling units or nonresidential floor area and the unit(s) or floor area was accounted for in the village comprehensive plan building permit allocation system and ROGO [Rate of Growth Ordinance (Monroe County Ordinance 016-1992 as amended)], which shall be proof that the residential units(s) or amount of floor area was in existence and included in the April 1990 Census or was issued a certificate of occupancy subsequent to April 1990.

Staff completed a permit history search and found that there is no building permit issued for the construction of a duplex. The only permits in the Village Records indicate a permit for the reconstruction of a sign, the installation of shutters, and a Home Occupation License issued at the Property. According to the Monroe County Property Appraiser, the structure was constructed in 1957. Monroe County records indicate that building permits were first issued beginning in 1960. The Monroe County Property Appraiser reflect this property as a Single Family Residence.

Criterion 1 <u>has not</u> been met.

(2) If a permit or other official approval is not available, for residential dwelling units or nonresidential floor area, the criteria listed below shall be used to establish proof that the residential dwelling unit or nonresidential floor area was legally established:

a. The structure in which the unit or nonresidential floor area is located is currently habitable as determined by the building official, or utility invoices/receipts from Florida Keys Electric Cooperative or Florida Keys Aqueduct Authority are provided that clearly indicate by separate meter that the unit or nonresidential building was being served during April 1990, or Monroe County property record card showing the existence of the unit or nonresidential floor area in 1990, or occupational license or other state license for 1990 for a nonresidential use of a property, or insurance policy records for the building for a nonresidential use of a property that clearly delineate the amount of floor area; and

In an email dated February 8, 2016 (Attachment A), Gerry Albertson, Building Official stated the following, "After an onsite visit the addition to the structure at 87651 Overseas Highway, the addition appears to be and is consistent with the materials and products used in the mid 1960's to early 1970's time period. I would classify this property as a duplex."

Criterion 2a <u>has</u> been met.

b. Aerial photograph(s) or signed and sealed survey(s) clearly showing existence of the dwelling unit or nonresidential structure either in 1990, or if not available for 1990 then both prior to and subsequent to 1990; and

The Property has a structure that has maintained a similar footprint in the most recent aerial imagery from 1991 to 2015. Aerial Imagery does not clearly show the existence of two (2) dwelling units or provide definitive proof of the existence of two (2) dwelling units within the structure. The provided aerial imagery and historic imagery on file, dating back to 1964, does not indicate two discernable dwelling units in historic aerial imagery before 1990.

Criterion 2b <u>has not</u> been met.

c. A determination by the village that the use could have been legally permitted under the zoning and building codes in effect for the parcel at the time the structure was constructed or the business was established. This not only refers to the type of use but also to the parameters of the building construction; or

According to the Monroe County Property, the structure was constructed in in 1957. The first land development regulations were established for Monroe County in the early 1960s. Therefore, there were no zoning or building codes in effect at the time the structure was constructed on the Property.

In 1963, the Property was designated within the BU-2 Zoning District. Although duplexes were a permitted use within the BU-2 Zoning District, staff was unable to locate any building permits for the addition of a second dwelling unit to the Property after 1963. In 1986, the property was designated within the Sub-urban Commercial which allowed commercial apartments involving less than six units. The previous zoning districts allowed multiple units on the property, however, staff was unable to locate any development permits authorizing the construction of a second unit or duplex.

Criterion 2c <u>has</u> been met.

d. The applicant meets the criteria listed above in subsections b. and c. but does not meet the criteria in a. then the director shall forward the application to the village council for a determination only if the applicant produces any other documentary evidence showing the existence of a unit or nonresidential floor area consistent with subsections b. and c. above. The council shall hold a quasijudicial hearing to review the application in accordance with the procedures in article IV, division 3 of <u>chapter 30</u> of the Village Code.

The Applicant meets Criterion 2a and Criterion 2c. Based on the analysis above, the Applicant does not meet Criteria 2b, therefore proof has not been provided to establish the existence of two (2) dwelling units on the Property. According to Village records and

research conducted by staff, the Village recognizes one (1) dwelling unit on the Property. Pursuant to Code Section 30-473(d)(2)d, the Director forwards the application to the Village Council if the applicant produces other documentary evidence showing the existence of a unit consistent with subsections 2b and 2c. The Applicant has not demonstrated that subsection 2b has been met, nor has other documentary evidence been submitted showing the existence of a dwelling unit.

1) **What is the procedure to have the building official inspect or otherwise determine that the structure in which the dwelling unit is located is currently habitable, as per Code Section 30-473(d)(2)(a)? What is the fee?**

   The Applicant was contacted and a Site Visit was conducted on February 4, 2016. The Building Official determined the structure was habitable.

2) **If the dwelling unit is determined by the Village to be legally established, then what is the procedure to convert the unit from market rate to affordable? What is the fee? If an affordable allocation from the BPAS is required to convert from market rate to affordable, are the old [existing] market rate units transferable?**

   There would be no fee to convert the unit to affordable, you would just need to record a deed restriction designating the property as an affordable unit. Converting a structure to an affordable unit would result in loss of the market rate unit on the Property. Currently, there is not a mechanism to transfer the market rate dwelling unit off of the site because the existing regulations require the removal of development rights from the Property; affordable or market rate.

   Currently, Village staff is drafting an amendment to the Transfer of Development Rights regulations that would allow for the transfer of a market rate to an eligible receiver site and either conversion or reconstruction on the sender site to affordable housing. This ordinance is scheduled for first reading for the Village Council on April 7, 2016.

3) **What is the status of the nonresidential floor area referenced in permit # 00-06272?**

   There is no recognized nonresidential square footage on the Property. The building permit application signed by William F. Cotton for Permit 00-06272 states that the current use of the property is "sub-commercial office only" consisting of "2,500 square feet". However, Permit 00-06272 was for maintenance of an existing nonconforming sign. The square footage figure that was submitted on the application is not a determination by the Village.

4) **If the applicant is unhappy [dissatisfied] with the decision of the Village Planning Department on my [this] application what is the procedure for an appeal?**

   If the Applicant is dissatisfied with the decision by staff, pursuant to Code Section 30-281(a), "Any person aggrieved by an administrative decision or interpretation of the director of planning and development services, the building official or other village administrative official regarding the provisions of this chapter may appeal such decision or interpretation. The appeal shall be initiated within 30 days of the date of receipt by the aggrieved person of mailed, or posted, or published notice of the administrative

decision or interpretation by filing an appeal with the director in a form specified by the planning and development services department for reviewing the application, and shall be accompanied by an application fee that is established by the village council from time to time to defray the actual cost of processing the appeal. Failure to file an appeal within the timeframe specified, and exhaust all administrative remedies provided for in this chapter, shall constitute a waiver of all rights to appeal any interpretation or determination made by the village." The application in included as Attachment B. There is a fee of $2,300[1] to appeal the Decision by the Planning Department to Council.

Code Section 30-281 governs Administrative Appeals. Relevant portions are included below.

Section 30-281(d): "At the public hearing, the Village Council shall consider the appeal, the relevant support materials, the [Planning] Director's recommendations, and public testimony given at the hearing. If at any time during the public hearing the Village Council determines that the appeal is based upon incomplete or inaccurate information or misstatements of fact, it may deny the appeal or refer the application back to the [Planning] Director for further review and revised recommendations."

Section 30-281(d): "The Village Council in reviewing the appeal under this Section shall presume the original decision of the [Planning] Director, building official or other administrative official was correct and shall only overturn such decision where there has been an error of fact or law."

Section 30-281(e): "When considering an appeal the Village Council shall consider the following factors. In no event, however, shall an appeal be approved which fails to meet any standard below. Failure to comply with any standard shall be deemed adverse to the public interest.

1. The appeal is consistent with the purposes, goals, objectives and policies of the Comprehensive Plan;

2. The appeal complies with all relevant and appropriate portions of [Code Chapter 30, Land Development Regulations *(LDRs)*]; and

3. There was an error of fact or law in the decision of the [Planning] Director."

If you have any further questions or need additional clarification, please feel free to contact Patrick Doty, Planner, at patrick.doty@islamorada.fl.us or 305-664-6416.

Conclusion:
This pre-application letter is based solely upon the information provided by the applicant and is only intended to familiarize the applicant with the provisions of the land development regulations currently in effect that may be applicable to the development project proposed by the applicant. The information provided herein is subject to change based upon the adoption of new policies or regulations, the repeal of existing policies or regulations, submission of additional information, or a determination that incomplete/inaccurate information or misstatements of fact were provided by the applicant. This letter is not a development approval, order or permit, and nothing contained herein shall be construed or interpreted as conveying, conferring, granting or denying any building, development or vested rights. This is not an administrative decision or interpretation regarding the provisions of

[1] The $2,300 fee consists of a $1,800 flat fee for internal review and processing and a $500.00 deposit for any required external reviews and required noticing, consistent with Division 6, Article V, Chapter 30 of the Village's Code of Ordinances.

the comprehensive plan or land development regulations. A final decision or interpretation of the applicable policies and regulations cannot be made until the applicant submits a complete development application for review.

Sincerely,

P. Doty

Patrick Doty, Planner

Encl: Attachment A - Email dated February 4, 2016 form Gerry Albertson
Attachment B – Application for Administrative Appeal

Cc: File

Attachment C

RECEIVED APR 20 2016 PD

ISLAMORADA, VILLAGE OF ISLANDS
PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

APPLICATION FOR ADMINISTRATIVE APPEAL AA-16-03

Pursuant to Code Chapter 30, Article IV, Division 4

Application Type	Fee	*Deposit	Total Fee
☒ Residential	$1,800.00	$500.00	$ 2,300.00
☐ Non Residential	$3,900.00	$500.00	$ 4,400.00

* A deposit is required for development approval or permits which necessitate additional review and processing, and/or public hearing and notice requirements. Applicants are required to pay a cost recovery deposit which shall be credited toward the fee charged for such additional review and processing, and shall pay additional deposits as may be required from time to time. A debit based upon the actual time expended in reviewing an application and the applicable actual amount charged to the Village shall be charged against the cost recovery deposit.

Any person aggrieved by an administrative decision or interpretation of the Director of Planning and Development Services, the Building Official or other Village administrative official regarding the provisions of Chapter 30, Land Development Regulations, of the Code of Ordinances of Islamorada, Village of Islands, may appeal such decision or interpretation. The appeal shall be initiated within 30 days of the date of the administrative decision or interpretation by filing this application with the Director.

PLEASE NOTE: THIS APPLICATION ACCEPTED BY APPOINTMENT ONLY.

DECISION BEING APPEALED: Pre-application Conference Letter Village file PC-16-01

DATE OF DECISION BEING APPEALED: March 21, 2016

APPELLANT:
Name: MARK H. GREGG
Mailing Address: 189 EAST RIDGE ROAD
City: ISLAMORADA State: FL Zip: 33036
Home/Mobile Phone: 305 394 3237 Office: Fax:
Email: MGREGG9787@AOL.COM

AGENT (if applicable): Property owner must submit a **notarized** letter authorizing the applicant/agent to act on their behalf including the agent's name, address and phone number.
Name: NONE
Mailing Address:
City: State: Zip:
Home/Mobile Phone: Office: Fax:
Email:

PROPERTY OWNER:
Name: SAME AS APPELLANT ABOVE
Mailing Address:
City: State: Zip:
Home/Mobile Phone: Office: Fax:
Email:

86800 Overseas Highway • Islamorada, Florida 33036-3162
Office 305-664-6400 • Fax 305-664-6467 • www.islamorada.fl.us

Application for Administrative Appeal

LEGAL DESCRIPTION OF PROPERTY: If in metes and bounds, attach legal description on separate sheet.

Physical Address: 86751 Old Highway Mile Marker: 86.7
Lot: 2, less 550 Block: 2 Subdivision: Plantation Ridge P.B. 3/43
☒ Plantation Key ☐ Windley Key ☐ Upper Matecumbe Key ☐ Lower Matecumbe Key
Real Estate (RE) Number: 00411890-000000 Alternate Key: 1506133
Zoning District: R1 Future Land Use Category: RM
Are there any pending codes violations on the property? ☐ Yes (Case #: _____) ☒ No

A COPY OF THE BASIS FOR THE APPEAL IN THE NATURE OF AN INITIAL BRIEF AND ANY EVIDENCE INCLUDING TESTIMONY, AFFIDAVITS AND THE CURRICULUM VITAE OF ANY EXPERT WITNESS THAT WILL BE CALLED MUST BE ATTACHED TO THIS APPLICATION. The brief must at a minimum state all grounds for the appeal, including but not limited to, the law being appealed and any facts necessary for the interpretation of those laws. (Attach additional sheets of paper.)

All of the following must be submitted in order to have a complete application:
☒ Correct fee (check or money order to "Islamorada, Village of Islands")
☒ Proof of ownership (i.e. warranty deed)
☒ Current property record card(s) from the Monroe County Property Appraiser
☒ A copy of the document(s), which comprise the administrative decision being appealed
☒ Any evidence and record which forms the basis for the appeal must be submitted with this application
☒ Names and addresses of all expert witnesses that you propose to call at the hearing
☒ Photograph(s) of site from adjacent roadway(s)
☐ Notarized agent authorization letter from all owners of the subject property (if applicable)
☐ Signed and sealed boundary survey (if applicable)

If deemed necessary to complete a full review of the application, the Planning and Development Services Department reserves the right to request additional information. If new evidence, or the basis for appeal, is submitted at the hearing, Staff shall request that the hearing be continued to the next meeting so that Staff has the opportunity to prepare a response to the new evidence. If the applicant does not submit the basis for the appeal with the application, Staff will recommend denial of the appeal.

I certify that I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete and accurate. I certify that all information required has been provided.

Signature of Applicant or Agent

Date April 19, 2016

Print Name: MARK H. GREGG

STATE OF FLORIDA

COUNTY OF MONROE

Sworn to and subscribed before me this 19th day of April, 2016, by Mark H. Gregg (name of person signing the application) as _____ (type of authority....e.g. officer, manager/member, trustee, attorney in fact) for _____ (name of entity or party on behalf of whom application was executed).

Signature of Notary Public - State of Florida

SEAL:

DEBRA L. WACHENDORFER MY COMMISSION EXPIRES January 28, 2020 #FF 943722 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

☒ Personally Known ☒ Produced Identification Type of ID _____

ISLAMORADA, VILLAGE OF ISLANDS

Date: 04/20/2016 Time: 09:03:17
Clerk: karla.va
Name: Mark Gregg
Comments: AA-16-03 Village File

Description	Amount
Development Permit Applic	2,300.00

Check Number: 839

Thank you

MARK H GREGG
189 EAST RIDGE ROAD
ISLAMORADA FL 33036

839

63-4/630 FL
23860

4/20/16
Date

Pay Islamorada Village of Islands $ 2300.00
to the order of
Two thousand three hundred & 00/100 Dollars

Photo Safe Deposit™ Details on back

Harland Clarke

Bank of America

ACH R/T 063100277

Memo Appeal PC-16-01

MP

Doc# 2032038 06/05/2015 10:42AM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

06/05/2015 10:42AM
DEED DOC STAMP CL: Krys $2,555.00

Doc# 2032038
Bk# 2744 Pg# 1081

Prepared by and return to:
Erica Hughes-Sterling
Attorney at Law
Spottswood, Spottswood & Spottswood
500 Fleming Street
Key West, FL 33040
305-294-9556
File Number: **15-269-ED**
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this **29th** day of **May, 2015** between **Cotton of Key West Limited Partnership, a Florida Limited Partnership** whose post office address is **84 Key Haven Road, Key West, FL 33040**, grantor, and **Mark H. Gregg, a single man** whose post office address is P.O. Box 324, Micanopy, FL 32667, grantee:

(Whenever 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, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Monroe County, Florida** to-wit:

SEE EXHIBIT "A"

Parcel Identification Number: 0041189-000000 and 00411210-000000

Subject to conditions, limitations, restrictions and easements of record and taxes for the year 2015 and subsequent years.

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; that the grantor 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, 2014**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

DoubleTime®

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 2, LESS the South 50 feet, Block 2, PLANTATION RIDGE, according to the map or plat thereof as recorded in Plat Book 3, Page 43, Public Records of Monroe County, Florida.

Folio #00411890-000000 A/K #1506133

ALSO

Tract A, LESS the South 120 feet thereof, CORAL SHORES, a subdivision on Plantation Key, according to the plat thereof as recorded in Plat Book 3, Page 2, Public Records of Monroe County, Florida.

Folio #00411210-000000 A/K #1505439

Signed, sealed and delivered in our presence:

Witness Name: ERICA H. STERLING

Witness Name: Diane I. Castillo

Witness Name: ERICA H. STERLING

Witness Name: Diane I. Castillo

Cotton of Key West Limited Partnership

By: _____
Shirley A. Flenner, Gerneral Partner

By: _____
William F. Cotton, General Partner

(Corporate Seal)

State of Florida
County of Monroe

The foregoing instrument was acknowledged before me this 26th day of May, 2015 by Shirley A. Flenner and William F. Cotton, General Partners of Cotton of Key West Limited Partnership, on behalf of the limited partnership. They [ ] are personally known to me or [X] have produced a driver's license as identification.

[Notary Seal]

_____
Notary Public

DIANE T. CASTILLO
Commission # FF 042498
Expires December 3, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

Printed Name: Diane I. Castillo

My Commission Expires: _____

MONROE COUNTY
OFFICIAL RECORDS

DoubleTime®

Scott P. Russell, CFA
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Property Record Card -

Maps are now launching the new map application version.

Website tested on IE8, IE9, & Firefox. Requires Adobe Flash 10.3 or higher

Alternate Key: 1506133 Parcel ID: 00411890-000000

Ownership Details

Mailing Address:
GREGG MARK H
PO BOX 324
MICANOPY, FL 32667-0324

Property Details

PC Code:	01 - SINGLE FAMILY
Millage Group:	50VI
Affordable Housing:	No
Section-Township-Range:	13-63-37
Property Location:	86751 OLD HWY PLANTATION KEY
Subdivision:	PLANTATION RIDGE
Legal Description:	PLANTATION RIDGE PB3-43 PLANTATION KEY LOT 2 LESS SOUTH 50 FT SQR 2 OR12-132 OR158-608 OR587-317 OR620-207 OR750-515E OR750-513 OR1094-1134 OR1619-1959/61 OR2744-1081/83 OR2752-1063/65C

Click Map Image to open interactive viewer

Land Details

Land Use Code	Frontage	Depth	Land Area
010D - RESIDENTIAL DRY	0	0	6,943.00 SF

Building Summary

Number of Buildings: 1
Number of Commercial Buildings: 0

Total Living Area: 1804
Year Built: 1957

Building 1 Details

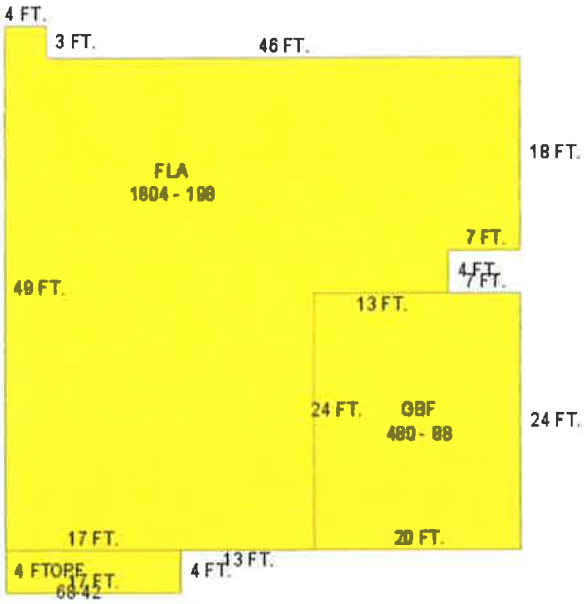
Building Type	R1	**Condition**	P	**Quality Grade**	500
Effective Age	58	**Perimeter**	198	**Depreciation %**	53
Year Built	1957	**Special Arch**	0	**Grnd Floor Area**	1,804
Functional Obs	0	**Economic Obs**	0		

Inclusions: R1 includes 1 3-fixture bath and 1 kitchen.

Roof Type	GABLE/HIP	**Roof Cover**	ASPHALT SHINGL	**Foundation**	CONCRETE SLAB
Heat 1	NONE	**Heat 2**	NONE	**Bedrooms**	3
Heat Src 1	NONE	**Heat Src 2**	NONE		

Extra Features:

2 Fix Bath	1	**Vacuum**	0
3 Fix Bath	0	**Garbage Disposal**	0
4 Fix Bath	0	**Compactor**	0
5 Fix Bath	0	**Security**	0
6 Fix Bath	0	**Intercom**	0
7 Fix Bath	0	**Fireplaces**	1
Extra Fix	0	**Dishwasher**	0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
0	GBF		1	1956					480
0	FLA	5:C.B.S.	1	1956	N	Y			1,804
2	OPF		1	1956			0.00	0.00	68

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
0	AC2:WALL AIR COND	1 UT	0	0	2000	2000	2	20
1	FN2:FENCES	462 SF	77	6	1998	1999	2	30
2	FN2:FENCES	129 SF	43	3	1966	1967	2	30
3	AC2:WALL AIR COND	2 UT	0	0	1982	1983	1	20
5	PT3:PATIO	27 SF	9	3	1962	1963	2	50
6	PT3:PATIO	100 SF	25	4	1966	1967	1	50

Appraiser Notes

TPP8617224
OR2744-1081CORRECTIVE W/D RECORDED TO REFLECT ADDITIONAL DOC STAMPS ON $10,000 FOR TOTAL PURCHASE PRICE OF $375,000 - MULTIPLE PARCELS INCLUDES AKS 1505439 AND 1506133

Parcel Value History

Certified Roll Values.

View Taxes for this Parcel.

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2015	132,361	1,966	113,147	247,474	210,581	0	247,474
2014	125,227	1,836	104,167	231,230	191,438	0	231,230
2013	125,353	1,884	107,400	234,637	174,035	0	234,637
2012	127,504	1,974	28,736	158,214	158,214	0	158,214
2011	132,766	2,047	71,839	206,652	185,276	0	206,652
2010	103,825	2,121	62,487	168,433	168,433	0	168,433
2009	125,565	1,910	149,969	277,444	277,444	0	277,444
2008	109,773	1,959	205,583	317,315	317,315	0	317,315
2007	198,726	2,007	205,583	406,316	406,316	0	406,316
2006	241,034	2,072	205,583	448,689	448,689	0	448,689
2005	192,827	2,121	112,136	307,084	307,084	0	307,084
2004	141,407	2,169	137,056	280,632	280,632	0	280,632
2003	109,269	2,234	70,951	182,454	182,454	0	182,454
2002	62,329	2,282	22,497	87,108	87,108	0	87,108
2001	49,383	2,331	22,497	74,211	74,211	0	74,211
2000	54,700	1,159	15,575	71,434	71,434	0	71,434
1999	54,094	1,694	15,575	71,363	71,363	0	71,363
1998	52,517	1,750	15,575	69,842	69,842	0	69,842
1997	52,517	1,855	15,575	69,947	69,947	0	69,947
1996	52,517	1,995	15,575	70,087	70,087	0	70,087
1995	52,517	2,100	15,575	70,192	70,192	0	70,192

1994	52,517	2,205	15,575	70,297	70,297	0	70,297
1993	52,517	2,345	15,575	70,437	70,437	0	70,437
1992	52,517	2,450	15,575	70,542	70,542	0	70,542
1991	52,517	2,555	17,305	72,377	72,377	0	72,377
1990	52,517	2,695	17,305	72,517	72,517	0	72,517
1989	52,517	2,800	16,267	71,584	71,584	0	71,584
1988	44,906	2,034	16,267	63,207	63,207	0	63,207
1987	44,374	2,132	16,267	62,773	62,773	0	62,773
1986	44,627	2,205	16,267	63,099	63,099	0	63,099
1985	42,739	2,279	15,575	60,593	60,593	0	60,593
1984	40,182	2,377	15,575	58,134	58,134	0	58,134
1983	26,974	467	15,097	42,538	42,538	0	42,538
1982	27,505	467	15,097	43,069	43,069	0	43,069

Parcel Sales History

NOTE: Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
5/26/2015	2744 / 1081	365,000	WD	37
5/26/2015	2752 / 1063	10,000	WD	11
2/4/2000	1619 / 1959	82,100	QC	J
2/1/1975	750 / 513	48,000	00	Q

This page has been visited 28,902 times.

Monroe County Property Appraiser
Scott P. Russell, CFA
P.O. Box 1176 Key West, FL 33041-1176

Islamorada,
Village of Islands

Sent via e-mail: mgregg87@aol.com

March 21 , 2016

Mark Gregg
P.O. Box 324
Micanopy, FL 32667

Project: **Pre-Application Conference (PC-16-01) Summary**
Location: **86751 Old Highway, Plantation Key**
Parcel RE#: **00411890-000000**

Dear Mr. Gregg:

Thank you for your Application for a Pre-Application Conference (the "Application"). The following is the Planning and Development Services Department's ("staff") analysis of your questions and a summary of the meeting held on October 12, 2015. Those in attendance were Mark Gregg, Applicant and Patrick Doty, Planner. The purpose of the Pre-Application Conference is to familiarize the applicant with the applicable provisions of Chapter 30, *Land Development Regulations (LDRs)* of the Code of Ordinances ("Code") of Islamorada, Village of Islands, Florida (the "Village"), and the processes required for a dwelling unit determination at the Subject Property.

Based upon the information provided by the Applicant, research completed by Staff and the provisions of the LDRs in effect at the time of the Application, this summary shall serve as a description of, in general, what provisions of the LDRs apply to the dwelling unit determination, what will be required for the determination, and the required submittals. The following provides a written response to the questions submitted in the application and those posed at the meeting.

Property Background:
The subject property (the "Property") is located at 86751 Old Highway, Plantation Key with Real Estate Number 00411890-000000 and is within the Residential Single-family (R1) Zoning District and the Residential Medium (RM) Future Land Use Map category. According to the Monroe County Property Appraiser's Office, the Property is 6,943 square feet of land area and contains a single-family home.

Proposed Development:
The questions posed in the Application and voiced during the meeting relate to a proposed affordable housing development located at the Property. The Agent also requested any other potential development options for the Property that would comply with the existing zoning and FLUM designation and allow for an increase in the number of affordable dwelling units on the Property.

86800 Overseas Highway • Islamorada, Florida 33036-3162
Office 305-664-6400 • Fax 305-664-6467 • www.islamorada.fl.us

Analysis:

What is the exact procedure to apply for a determination that the structure is a legally established dwelling unit? What is the fee?
The pre-application conference is the procedure to acknowledge dwelling units on the Property. In order for a structure to be considered as a residential unit and be exempt from Building Permit Allocation System (BPAS), a dwelling unit area shall be determined to legally exist if the parcel meets at a minimum all of the criteria of either Code Section 30-473(d)(1) or Code Section 30-473(d)(2):

(1) A permit or other official approval was issued by the village or Monroe County for the unit(s) or floor area for residential dwelling units or nonresidential floor area and the unit(s) or floor area was accounted for in the village comprehensive plan building permit allocation system and ROGO [Rate of Growth Ordinance (Monroe County Ordinance 016-1992 as amended)], which shall be proof that the residential units(s) or amount of floor area was in existence and included in the April 1990 Census or was issued a certificate of occupancy subsequent to April 1990.

Staff completed a permit history search and found that there is no building permit issued for the construction of a duplex. The only permits in the Village Records indicate a permit for the reconstruction of a sign, the installation of shutters, and a Home Occupation License issued at the Property. According to the Monroe County Property Appraiser, the structure was constructed in 1957. Monroe County records indicate that building permits were first issued beginning in 1960. The Monroe County Property Appraiser reflect this property as a Single Family Residence.

Criterion 1 <u>has not</u> been met.

(2) If a permit or other official approval is not available, for residential dwelling units or nonresidential floor area, the criteria listed below shall be used to establish proof that the residential dwelling unit or nonresidential floor area was legally established:

a. The structure in which the unit or nonresidential floor area is located is currently habitable as determined by the building official, or utility invoices/receipts from Florida Keys Electric Cooperative or Florida Keys Aqueduct Authority are provided that clearly indicate by separate meter that the unit or nonresidential building was being served during April 1990, or Monroe County property record card showing the existence of the unit or nonresidential floor area in 1990, or occupational license or other state license for 1990 for a nonresidential use of a property, or insurance policy records for the building for a nonresidential use of a property that clearly delineate the amount of floor area; and

In an email dated February 8, 2016 (Attachment A), Gerry Albertson, Building Official stated the following, "After an onsite visit the addition to the structure at 87651 Overseas Highway, the addition appears to be and is consistent with the materials and products used in the mid 1960's to early 1970's time period. I would classify this property as a duplex."

Criterion 2a <u>has</u> been met.

b. Aerial photograph(s) or signed and sealed survey(s) clearly showing existence of the dwelling unit or nonresidential structure either in 1990, or if not available for 1990 then both prior to and subsequent to 1990; and

The Property has a structure that has maintained a similar footprint in the most recent aerial imagery form 1997 to 2015. Aerial Imagery does not clearly show the existence of two (2) dwelling units or provide definitive proof of the existence of two (2) dwelling units within the structure. The provided aerial imagery does not indicate two discernable dwelling units in historic aerial imagery before 1990.

Criterion 2b has not been met.

c. A determination by the village that the use could have been legally permitted under the zoning and building codes in effect for the parcel at the time the structure was constructed or the business was established. This not only refers to the type of use but also to the parameters of the building construction; or

According to the Monroe County Property, the structure was constructed in in 1957. The first land development regulations were established for Monroe County in the early 1960s. Therefore, there were no zoning or building codes in effect at the time the structure was constructed on the Property.

In 1963, the Property was designated within the BU-2 Zoning District. Although duplexes were a permitted use within the BU-2 Zoning District, staff was unable to locate any building permits for the addition of a second dwelling unit to the Property after 1963. In 1986, the property was designated within the Sub-urban Commercial which allowed commercial apartments involving less than six units. The previous zoning districts allowed multiple units on the property, however, staff was unable to locate any development permits authorizing the construction of a second unit or duplex.

Criterion 2c has been met.

d. The applicant meets the criteria listed above in subsections b. and c. but does not meet the criteria in a. then the director shall forward the application to the village council for a determination only if the applicant produces any other documentary evidence showing the existence of a unit or nonresidential floor area consistent with subsections b. and c. above. The council shall hold a quasijudicial hearing to review the application in accordance with the procedures in article IV, division 3 of chapter 30 of the Village Code.

The Applicant meets Criterion 2a and Criterion 2c. Based on the analysis above, the Applicant does not meet Criteria 2b, therefore proof has not been provided to establish the existence of two (2) dwelling units on the Property. According to Village records and research conducted by staff, the Village recognizes one (1) dwelling unit on the Property. Pursuant to Code Section 30-473(d)(2)d, the Director forwards the application to the

Village Council if the applicant produces other documentary evidence showing the existence of a unit consistent with subsections 2b and 2c. The Applicant has not demonstrated that subsection 2b has been met, nor has other documentary evidence been submitted showing the existence of a dwelling unit.

1) **What is the procedure to have the building official inspect or otherwise determine that the structure in which the dwelling unit is located is currently habitable, as per Code Section 30-473(d)(2)(a)? What is the fee?**

The Applicant was contacted and a Site Visit was conducted on February 4, 2016. The Building Official determined the structure was habitable.

2) **If the dwelling unit is determined by the Village to be legally established, then what is the procedure to convert the unit from market rate to affordable? What is the fee? If an affordable allocation from the BPAS is required to convert from market rate to affordable, are the old [existing] market rate units transferable?**

There would be no fee to convert the unit to affordable, you would just need to record a deed restriction designating the property as an affordable unit. Converting a structure to an affordable unit would result in loss of the market rate unit on the Property. Currently, there is not a mechanism to transfer the market rate dwelling unit off of the site because the existing regulations require the removal of development rights from the Property; affordable or market rate.

Currently, Village staff is drafting an amendment to the Transfer of Development Rights regulations that would allow for the transfer of a market rate to an eligible receiver site and either conversion or reconstruction on the sender site to affordable housing. This ordinance is scheduled for first reading for the Village Council on April 7, 2016.

3) **What is the status of the nonresidential floor area referenced in permit # 00-06272?**

There is no recognized nonresidential square footage on the Property. The building permit application signed by William F. Cotton for Permit 00-06272 states that the current use of the property is "sub-commercial office only" consisting of "2,500 square feet". However, Permit 00-06272 was for maintenance of an existing nonconforming sign. The square footage figure that was submitted on the application is not a determination by the Village.

4) **If the applicant is unhappy [dissatisfied] with the decision of the Village Planning Department on my [this] application what is the procedure for an appeal?**

If the Applicant is dissatisfied with the decision by staff, pursuant to Code Section 30-281(a), "Any person aggrieved by an administrative decision or interpretation of the director of planning and development services, the building official or other village administrative official regarding the provisions of this chapter may appeal such decision or interpretation. The appeal shall be initiated within 30 days of the date of receipt by the aggrieved person of mailed, or posted, or published notice of the administrative decision or interpretation by filing an appeal with the director in a form specified by the planning and development services department for reviewing the application, and shall be accompanied by an

application fee that is established by the village council from time to time to defray the actual cost of processing the appeal. Failure to file an appeal within the timeframe specified, and exhaust all administrative remedies provided for in this chapter, shall constitute a waiver of all rights to appeal any interpretation or determination made by the village." The application in included as Attachment B. There is a fee of $2,300[1] to appeal the Decision by the Planning Department to Council.

Code Section 30-281 governs Administrative Appeals. Relevant portions are included below.

Section 30-281(d): "At the public hearing, the Village Council shall consider the appeal, the relevant support materials, the [Planning] Director's recommendations, and public testimony given at the hearing. If at any time during the public hearing the Village Council determines that the appeal is based upon incomplete or inaccurate information or misstatements of fact, it may deny the appeal or refer the application back to the [Planning] Director for further review and revised recommendations."

Section 30-281(d): "The Village Council in reviewing the appeal under this Section shall presume the original decision of the [Planning] Director, building official or other administrative official was correct and shall only overturn such decision where there has been an error of fact or law."

Section 30-281(e): "When considering an appeal the Village Council shall consider the following factors. In no event, however, shall an appeal be approved which fails to meet any standard below. Failure to comply with any standard shall be deemed adverse to the public interest.

1. The appeal is consistent with the purposes, goals, objectives and policies of the Comprehensive Plan;

2. The appeal complies with all relevant and appropriate portions of [Code Chapter 30, Land Development Regulations *(LDRs)*]; and

3. There was an error of fact or law in the decision of the [Planning] Director."

If you have any further questions or need additional clarification, please feel free to contact Patrick Doty, Planner, at patrick.doty@islamorada.fl.us or 305-664-6416.

Conclusion:
This pre-application letter is based solely upon the information provided by the applicant and is only intended to familiarize the applicant with the provisions of the land development regulations currently in effect that may be applicable to the development project proposed by the applicant. The information provided herein is subject to change based upon the adoption of new policies or regulations, the repeal of existing policies or regulations, submission of additional information, or a determination that incomplete/inaccurate information or misstatements of fact were provided by the applicant. This letter is not a development approval, order or permit, and nothing contained herein shall be construed or interpreted as conveying, conferring, granting or denying any building, development or vested rights. This is not an administrative decision or interpretation regarding the provisions of the comprehensive plan or land development regulations. A final decision or interpretation of the applicable

[1] The $2,300 fee consists of a $1,800 flat fee for internal review and processing and a $500.00 deposit for any required external reviews and required noticing, consistent with Division 6, Article V, Chapter 30 of the Village's Code of Ordinances.

policies and regulations cannot be made until the applicant submits a complete development application for review.

Sincerely,

P. Doty

Patrick Doty, Planner

Encl: Attachment A - Email dated February 4, 2016 form Gerry Albertson
Attachment B – Application for Administrative Appeal

Cc: File

From: gerry albertson
Sent: Monday, February 08, 2016 2:33 PM
To: Patrick Doty
Subject: 86751 overseas Highway

Patrick,
After an onsite visit the addition to the structure at 87651 Overseas Highway, the addition appears to be and is consistent with the materials and products
used in the mid 1960's to early 1970's time period. I would classify this property as a duplex.

Gerald E. Albertson CBO/CFM
Building Official
Village of Islamorada

Expert Witness:

Donald W. Horton, C.B.O., C.R.C.
88888 Overseas Highway, #9 Tavernier, Florida 33070
Office Phone: 305-852-9607 Cell Phone: 305-522-2062 Office Fax: 305-852-9609
E-mail: don@islandconstructionmanagement.com and
nostressdon@bellsouth.net

SUMMARY OF LICENSES & EDUCATION

Bachelor of Business Administration, Major in Construction Management
Certified Building Official # 3478
Certified Chief Building Code Analyst #827
Certified Building Plans Examiner # 434
Certified Building, Plumbing, Residential Electrical, Mechanical Inspector # 4107
Graduate Texas A&M Fire College (oil/refinery fires) 1976/77
ASFPM Certified Floodplain Manager # US-02-00516 (recently opted to become decertified.)
[Above Certs. are recognized nationally and internationally]
FACE Level I Certified Code Enforcement Officer #1949
FACE Level II Certified Code Enforcement Officer # 1414
FACE Level III Code Enforcement Officer # 687
State of Florida Certified Residential Contractor # CRC 057947
State of Florida Licensed Building Code Administrator #BU-993
State of Florida Licensed Building Plan Examiner #PX-711
State of Florida Licensed Building Inspector #BN-1619
Graduate Emergency Medical Tech @ FKCC
Certified Open-water, Deep-water, Equipment Tech, Stress Rescue Diver
Level one Reiki Practitioner

SUMMARY OF WORK EXPERIENCE

Current owner of D. Horton Construction LLC
Current owner of Island Construction Management Inc.
Previous co-owner of No Stress Property Management Inc. Sold in 2013
Served as Director of Building Services for Islamorada, Fl. From 2000 thru 2005
Served as Building Official for Monroe County from 1998 thru 2000
Served as Assistant Building Official for Monroe County from 1993 thru 1997
Served as Sr. Inspector/Plan Examiner for Monroe County from 1990 thru 1993
Sole Proprietor and Owner of Don Horton Construction from 1983-1990
Co-Owner of Keys Construction Co. from 1978-1982, a specialty woodworking company
Amoco Oil 1975 – 1978, Operator/Fire Fighter

PERSONAL AFFILIATIONS

Current member of the Upper Keys Rotary Club Board of Directors-Foundation Chair
Past member of the Finance and Procedure Board for Rotary International, District 6990
Past Assistant Governor for District 6990, Rotary International
Past member of the Local Planning Agency for the Village of Islamorada

Past Member of Facilities Committee for TVM (Treasure Village Montessori)
Past Board Member and member of the Founding Board of the Conch Classic on the Water Charity Golf Tournament
Current Member of the Upper Keys Rotary Club [Past-President]
Paul Harris Fellow
Past President of the Board of Directors of Leadership Monroe County
Charter Member of Monroe County Chapter of the Southern Building Code Congress International
Member of the Building Officials Association of Florida
Past Member of the Association of State Floodplain Managers, Inc.
Member of International Code Council
Past member of the Construction Licensing Officials Association of Florida
Active Member of Upper Keys Rotary Club
Former Board Member of Tavernier Volunteer Fire Department & Ambulance Corp.
Former Member of Tavernier Volunteer Fire Department
Former Member of Tavernier Volunteer Ambulance Corp.
Former Member of Florida Roofing, Sheet Metal & Air Conditioning Contractors
Past committee member of the Islamorada, Charter Review Committee, 2006
Past Chair of the Islamorada Planning Services Ad Hoc Committee
Member of the Islamorada Chamber of Commerce

ACCOMPLISHMENTS

Recognized by the Florida League of Cities in the 2004 "City Innovation Showcase" for expedited permit reviews
Received certification as, best city ISO rating in Monroe County while BO for Islamorada.
Acknowledgment for assisting with the Building Performance Assessment Team [BPAT] report after damages due to Hurricane George. Published by FEMA March 1999
Successfully instituted a "walk-thru" permitting procedure for Monroe County
Set up postcard permitting procedure for Monroe County and Islamorada
Developed a strong working relationship with the Florida Keys Contractors
Graduate of Class VIII of Leadership Monroe County (LMC)
Board President of LMC year 2004 "Class XII
Recognized as Chapter Building Official of the Year for 1996 by the Fla. Keys Chapter of BOAF
Built an efficient & effective Building Department during my tenure with Monroe County
Developed a user friendly Building and Code Compliance Department for the newly Incorporated city of Islamorada
Session Facilitator for Rotary Leadership Institute (RLI)
Declared by Monroe County Court System as an expert witness in Construction, Municipal Permitting, and Codes
Recognized by the Monroe County Planning Commission as an expert witness on permitting, construction, and local planning issues
Declared as an expert witness in Federal Court Key West
Paul Harris Fellow with Rotary International
Familiar with several permitting software programs i.e.: M2SI aka [Ewacker], Pentamation, Alchemy, & SBCCI
Can "Hold my own" with software such as, Word, Word Perfect, Publisher, Explorer, Outlook Express, Excel, Works, etc.

COMPANY HISTORY

In of 2013 I incorporated Island Construction Management Inc. Seeing a need for other professional management in the construction area we groomed the company to include project and construction management, code consultation, and permit expediting & Planning functions. I brought my youngest daughter (Amie) onboard in 2007 to oversee office administration. We have a rather large network of Sub-Consultants that work with us from time to time.

In April of 2005 we (My wife Sheri and I) originally developed No Stress Property Management as a management company for high end private estates for part time residences in the Upper Keys. We sold NSPM in Feb. of 2013. At one point we managed 40+ homes including a majority of Oceanfront and Bayfront Estates.

CURRENT AND RECENT INVOLVEMENTS, PROJECTS, & RESPONSIBILITIES

Current project manager for Four (4) multi-million dollar homes
Currently project manager for twenty (20) unit affordable houses
Currently involved with changing zoning and Comp Plan text in Islamorada and Monroe County
Currently involved in re-platting one (1) property in Islamorada Village
Currently project manager for one (1) multi-million dollar single family residence redevelopment
Ongoing. SIX rezoning and FLUM changes for several high end properties including a resort, an administrative building, a multi-family compound, and three commercial projects.
Ongoing, Multiple permits going through the permit process with the U.S. Army Corps of Engineers and the Department of Environmental Regulations.
Ongoing... Whale Harbor Restaurant and Marina... A multi-million dollar project including, removal and rebuild of a 14,000 sq. ft. +/- restaurant, elevated marina promenade, and the entire site.
Ongoing... Stephens properties...two properties- one in Tavernier Fl. and one in Islamorada, Fl. Each property are ocean front estates. One property I am responsible for construction management. The other is a nine acre tract that we are developing. Responsibilities include plans development, overseeing the construction of a multi-million dollar estate home.
Completed... Byrne guest house...total oversight of a separate guest house built on another Byrne property in the vicinity of the Byrne compound. Responsible for a 2000 sq ft single family house as owner's agent, oversight of construction choosing all contractors, workers, and sub-contractors on the project.
2014...Byrne Project, addition of one single family residence and one garage with guest apartment on this two acre estate. Total 4400 sq. ft. Responsible for project, coordination, oversight and as owner's agent.
2013-2014...Mau Project, very large estate for Bob and Kathy Mau, including a 7,000 sq ft house, with 2000 sq ft guest house, pool and pool cabana. Responsibilities included oversight and working with the architect from conception and worked with the owners to assist in the design. Designed the pool and spa to meet FEMA regulations while accomplishing a design desired by the owners. Acted as the project/construction manager through-out the entire project. Final published price 7 mil.
2013...Wertheimer project, acted as the owner's rep. from design to completion for this beautiful "Conch/Hemmingway styled home in Lower Matecumbe. Final cost 2 mil+.

2013, Assisting in the redevelopment of the Mandalay Property to construct housing and change the development order to allow for this development.
2013...Working on three zoning and FLUM amendments in the Village.
2013...Project/Construction manager for two single family houses being added to the "Dream Home" property on Plantation Key.
2012...Consultant and permit expert for the redevelopment of Mandalay Restaurant in Rock Harbour as well as agent for Morgan Ocean Sunrise LLC, an upscale resort,
2012... Involved as Construction Manager for reconstruction of five (5) private Estates in Islamorada.
2012...Consultant for Tavernier Towne future projects and ongoing issues,
2011...Project Manager for ongoing projects at Buttonwood Bay Condos
2011...Successfully argued and received 5-COP for Mandalay from County Planning Commission,
2011...Successfully argued and received Zoning Boundary Determination from Monroe County on Tavernier Towne resulting in a change from Native to Urban Commercial Designation
2010, 2011...Past Project Manager for Little Conch Key Development (Walkers Island) 8 - SFR Unit Multi-Million Dollar Project
Buttonwood Bay Condominium (Key Largo) – Multi Million Dollar Marina Reconstruction, Project Manager. Responsible for Bid, Bidder qualification, Bid review, Contract negotiations, permitting with ACOE, DEP, Local Government, & Construction.
Beacon Reef Condominium (Islamorada) – 3 Million Dollar, Pool, pool deck, Ocean Promenade walkway, Seawall project. Responsible for Permitting, Project and Construction Management
Obtained approval for a Conditional Use approval for Key Largo Montessori
Responsible for several zoning changes for properties on Schooner Bay Rd.
The Islands of Islamorada, 20 Single Family Residential Unit Project – Responsible for Permitting, Project Planning, Layout, Dock and Marina permitting and design.
Ocanos of Islamorada – 100 Million Dollar reconstruction of "Holiday Isle" – Involved with Planning, Permitting, Development of schedules, Marina reconstruction.
Tarpon Point (Islamorada) – 12 Unit Single Family Private Community. Responsible for all permitting and coordination's with local, State, and Federal agencies. Consultation in achieving a change in the FEMA Flood Maps from VE to AE Flood zone.
Tavernier Town Shopping Center (Key Largo) – Consultant on Expansion and development on Shopping Center site. Permit expediting.
Island Grill – Responsible for obtaining Variances for setbacks, parking, landscape, etc.
Key Largo Shopping Center – 2400 sq. ft commercial building. Responsible for plans development, bidding, permitting, construction management.
19 Pen Key Club, $80,000.00 renovation of Single Family Residence, Responsible for plans development, Contractor Qualification, Bidding, Project and Construction management.
Dooley Construction – Consultant on all permit and code issues. Dooley Construction is a local builder responsible for most multi-million dollar houses on "Millionaires Row" on Plantation Key.
Paul Tudor Jones Residence – Responsible for all permitting on the multi-million dollar residential estate in conjunction with A.T.Franco and Associates.
David Cotton Residence – 2.5 Million Dollar residence on Plantation Key. Responsible for plans coordination and development, Contractor Qualification, Bidding, Permitting.
Currently involved with several re-zoning and re-FLUM requests with the Village of Islamorada.
Recently involved as Project manager for 5 Residential knock-down and re-build projects each project far exceeding $7 to $1,000,000.00.
Project Manager for the Islamorada Chamber of Commerce.

Serve as consultant to several local Attorneys on Code Enforcement, Planning, and Building Department issues.
Served as consultant to Monroe County during interview process for new Building Official (Developed a Code Related Test used in the Vetting Process)

Serve as consultant to several (too many to list) local Real Estate Companies and Title Companies on permit and inspection issues.

Code, Permitting, Planning Consultant to several Engineering and Architectural Firms, (Key Engineering, Siskind and Carlson, A. T. Franco and Associates, Paul Lin and Associates, Robert Barnes and Associates, David Wallace and Associates, Perez Engineering and Development, Ali Sarah Inc., Slattery and Associates, Orlando Perez Architect and Keys Engineering.

Expert consultant to several local Attorneys
Hershoff, Lupino, Yagel LLC.
John Jabro Esquire,
Joe Miklas,
Tom Wright,
Cole, Scott & Kissane, PA

PERSONAL

Resident of Plantation Key since 1978
Widowed after 42 wonderful years of marriage
Two grown daughters, both working professionals and residing in Islamorada
One Twenty year old grandson [my fishing & golf partner]
I enjoy family, fishing, golf, fine woodworking, building and friends.

Karl Bursa

From: Eddie Wightman <capeddie5639@gmail.com>
Sent: Thursday, January 19, 2017 2:28 PM
To: Jim Mooney; Deb Gillis; Chris Sante; Mike Forster; Cheryl Meads
Cc: cheryl cioffari; Karl Bursa
Subject: 86751 Old Highway

Re: Request to Uphold Denial of Rezoning Request: M. Gregg
00411890-00000/AK 1506133
00411210-00000/AK 1505439
86751 Old Highway (AKA "The Cotton Property")

To: Jim Mooney, Mayor; Deb Gillis; Chris Santé; Mike Forster; Cheryl Mead

Dear Village Council Members:

It is my understanding that at the Jan. 26th Village Council Meeting there will be a request for an "Administrative Appeal" for the above described parcel owned by Mr. Mark Gregg, requesting a reversal on the Village Planner's ***denial*** of a duplex rating for what has been zoned single residential lots for 20 years - since the incorporation of the Village of Islamorada in 1997. The property is located on the Old Road at MM 86.5. The parcel has been so Noticed with the Yellow Village signage posted out front of the property.

This property is located in the residential neighborhood(s) areas of: Plantation Lake Estates, Coral Road, East Ridge Road, and Treasure Harbor, all of which are zoned Single Family Residential.

It is respectfully requested that the Council will uphold the decision of the Village Planning Staff to ***deny*** this zoning change request from Single Family Residential to Duplex, as that is how the property has been zoned since Islamorada was incorporated and is compatible with the with the character of the surrounding Single Family Residences in our neighborhoods. Additionally, Islamorada's credentialized and certified planning staff spend considerable amounts of time carefully researching these recommendations for our Village based on sound legal and comprehensive plan rules and laws.

Thank you for your consideration in this matter. We respectfully request that you uphold the Village Planners determination to maintain the Single Family Residential designation.

Sincerely,

Eddie and Carolyn Wightman
115 South Drive
Islamorada resident for 67 years

Karl Bursa

From: sandibisceglia@aol.com
Sent: Thursday, January 19, 2017 7:04 AM
To: Jim Mooney; Deb Gillis; Chris Sante; Cheryl Meads; Mike Forster
Cc: Karl Bursa; cheryl cioffari
Subject: Request to Uphold Denial of Rezoning Request

Dear Village Council Members,
It is my understanding that at the Jan. 26th Village Council Meeting there will be a request for an "administrative appeal" for a parcel owner (M. Gregg), requesting a reversal on the Village Planner's denial of a duplex rating for what has been zoned single residential lots on the Old Road at MM 86.5 (across from your Village offices), as the parcel has been so Noticed with the yellow Village signage out front.

I believe the parcel numbers are: 00411890-00000/AK 1506133
00411210-00000/AK 1505439
86751 Old Highway

This is in the neighborhood area of: Plantation Lake Estates, Coral Road, East Ridge Road, and Treasure Harbor.

It is hoped that you will uphold the decision of the Village Staff to deny this zoning change request from single family residence to duplex, as that is how it has been zoned, and that is what fits in with the character of our surrounding residences in my neighborhood. Additionally, our credentialized and certified planning Village Staff spend a lot of time carefully researching these recommendations for our Village based on sound legal and comprehensive plan rules and laws.

Thank you for your consideration in this matter. We hope you uphold the Village Planners determination to maintain the single family residence designation.

Respectfully,
Sandi Bisceglia, Islamorada Resident
Neighboring area/Coral Road/33 years

sandibisceglia@aol.com

Karl Bursa

From: Captecoed@aol.com
Sent: Thursday, January 19, 2017 12:24 PM
To: Jim Mooney; Deb Gillis; Chris Sante; Cheryl Meads; Mike Forster
Cc: Karl Bursa; cheryl cioffari
Subject: Uphold Denial of Gregg Re-zoning Request

Council Members,

I am writing with respect to the Gregg request for a reversal of the Village Planner's denial of a duplex rating for single family zoned residential lots on the Old Road at MM 86.5 (across from your Village offices, parcel numbers are: 00411890-00000/AK1506133
00000/AK1505439
00411210-
86751 Old Highway)

This not only impacts the community character of neighborhood areas in Plantation Lake Estates, Coral Road, East Ridge Road, and Treasure Harbor, but Mr Gregg's intent to commercialize that location is well known, and his current activities in pursuit thereof are readily observable (just across US 1 from Village offices windows).

Despite the highly biased and self-serving criticism of dedicated Village staff, by re-zoning applicants and advocates, that the Council has allowed recently, said Staff consistently produce sound and well-researched recommendations in accordance with the requirements of the comprehensive plan and DEO oversight rules -- thus protecting the public welfare and quality of life for all citizens of Islamorada, not just those with the personal connections and bank accounts that enable them to lobby for exemptions and exceptions.

The well-grounded recommendation of denial should be upheld.

Capt Ed Davidson, Chairman, FlaKeys Citizens Coalition
former Chairman, Monroe Cty Zoning Board and Comp Plan Committee

Triplex 107 Carroll St.

Council Communication

To: Mayor and Village Council
From: Robert Mather, Review Engineer, Jennifer DeBoisbriand , Planning Director
Date: October 7, 2025
SUBJECT: **Administrative Appeal of Dwelling Unit Determination for 107 Carroll St TAB 27**

Background:
The subject property is located at 107 Carroll Street with the Real Estate Number 00400690-000000 (the "Property"), and is within the Settlers Residential zoning district.

On January 4, 2017, a pre-application conference was held with Village staff and James S. Lupino regarding five properties adjacent to 81801 Overseas Highway. One of these properties discussed in the conference was 107 Carroll Street.

On February 22, 2017, Village staff provided a pre-application conference summary ("PC-17-06") to Mr. Lupino. One of the questions addressed in PC-17-06 related to the number of development rights existing on the Property. Village staff had recognized two (2) residential dwelling units on the Property consisting of 1,459 square feet.

In June of 2025, the Applicant requested a dwelling unit determination searching for recognition of three residential rights. Staff applied Village Code procedures and conducted a thorough review of past records, historical permits, prior Monroe County Zoning regulations, and application submittals which led to the Village issuing a determination recognizing two (2) residential dwelling units on the Property, maintaining consistency with the 2017 determination.

Analysis:
Staff's complete analysis of the dwelling unit determination for the Property can be found in the letter dated July 17, 2025.

Village Code Section 30-473(d) identifies certain criteria used to determine the existence of legally established dwelling units. Criteria (1) or (2) must be fully satisfied for recognition of residential units. Criteria (1) has not been satisfied as there were no official approvals or permits issued by either Monroe County or the Village for the requested three residential units.

Criteria (2) could only be satisfied for two residential dwelling units, consistent with the Village's prior determination. Section 30-473(d) requires that all criteria listed in Criteria (2) must be fully satisfied in order to determine if dwelling units are legally existing. The Applicant has provided utility invoices from 2025 associated with three electric meters serving the Property. It should be noted that although there is evidence of three electric meters, the possibility that two meters served a duplex and the third served a common area should not be

ruled out. Criteria (2)a. specifically requires utility invoices that show the units being served during April 1990, which have not been provided.

Additionally, Criteria (2)a. can be satisfied via a Monroe County property record card showing the existence of the unit(s) in 1990. A property record card from 1979 was identified which clearly indicates the structure is a duplex. Photographs on the property record card clearly show two separated entry walkways to the duplex. As such, Criteria (2)a. has only been satisfied for two (2) units.

Criteria (2)b. has been met to the extent practicable via aerial imagery that show the structure in existence before and after 1990. It should be noted that aerial imagery can not determine the amount of dwelling units within a structure.

Criteria (2)c. is a determination by the Village that the use could have been legally permitted under the zoning and building codes in effect for the parcel at the time the structure was constructed. The parcel was located in the RU-3 multiple-family hotel and motel district. The 1960 Monroe County Land Development Regulations were reviewed for the RU-3 district. RU-3 districts allow single family homes, duplexes in addition to apartment houses, apartment hotels, hotels and motels. The RU-3 regulations have a square foot content section which states: *The minimum square footage for an apartment house, apartment hotel or hotel shall be three (3) times the square feet specified for a single family residence in the area.* The construction requirements in the regulations state: *The minimum size principal single family dwelling shall be seven hundred and fifty (750) square feet of usable floor space.* Due to these specific requirements, staff determined that the structure would not have been legally permitted for a 3-unit apartment house at 1,459 sq ft. The structure would have to be a minimum of 2,250 sq ft to satisfy this criteria.

Staff has determined that a duplex would have been legally permitted. The lot area - minimums for a duplex are as follows: *Square footage of principal building or buildings shall be one and one-half (1-1/2) times the square footage that would be required for the construction of a single family residence in the zone.* Applying this criteria, a duplex would have a minimum size restriction of 1,125 sq ft, which has been met. As such, criteria (2)c. has been satisfied for two (2) units.

Budget Impact:
None

Staff Impact:
None

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

Attachments: 1. PLPRE20250068 DRAFT APPEAL Reso

2. Combined Appeal PLPRE20250068 Backup

RESOLUTION NO. 17-01-02

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING ADMINISTRATIVE APPEAL NO. AA 16-03 FILED BY MARK GREGG OF AN ADMINISTRATIVE DECISION AND INTERPRETATION BY THE DIRECTOR OF PLANNING FOR PROPERTY LOCATED AT 86751 OLD HIGHWAY, ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A"; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on April 20, 2016, Mark Gregg, (the "Appellant") filed Administrative Appeal No. AA-16-03 (the "Appeal") pursuant to Section 30-281 of the Code of Ordinances of Islamorada, Village of Islands (the "Village"); and

WHEREAS, the purpose of the Appeal is to seek the Village Council's review of a determination made by the Director of Planning (the "Director") regarding the findings set forth in Pre-Application Conference Application No. PC-16-01, specifically the determination of the number of legally established dwelling units on Appellant's property located at 86751 Old Highway, as legally described in Exhibit "A" attached hereto; and

WHEREAS, on January 26, 2017 a duly noticed 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. 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 26, 2017.

(2) The hearing was noticed pursuant to Section 30-213(j) of the Village Code and all interested parties concerned in the matter were given an opportunity to be heard.

(3) The Director presented to the Village Council the written recommendation of the Village Staff dated January 26, 2017.

(4) The Director's interpretation of the Code **is** supported by the facts presented.

(5) The granting of the legally established residential dwelling unit(s) **is not** supported by the facts and documents presented.

Section 2. 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 by Mark Gregg is hereby **DENIED**.

Section 3. Effective Date.

This Resolution shall not become effective until approved pursuant to Final Order by the State Department of Economic Opportunity ("DEO") pursuant to Section 163.3184, Florida Statutes or if the Final Order is challenged until the challenge to the order is resolved pursuant to Chapter 380.05, Florida Statutes.

Motion to approve made by Vice Mayor Chris Sante; seconded by Councilwoman Deb Gillis.

FINAL VOTE
VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS:

Mayor Jim Mooney	NO
Vice Mayor Chris Sante	YES
Councilman Mike Forster	NO
Councilwoman Deb Gillis	YES
Councilwoman Cheryl Meads	NO

FAILED AND DENIED THIS 26th DAY OF JANUARY, 2017.

JIM MOONEY, MAYOR

ATTEST:

KELLY TOTH, VILLAGE CLERK

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

ROGET V. BRYAN, VILLAGE ATTORNEY

This Resolution was filed in the Office of the Village Clerk of this 1 day of February, 2017.

Kelly Toth, Village Clerk

EXHIBIT "A"

Lot 2, Less the South 50 Feet, Square 2, Plantation Ridge Subdivision, according to the Plat thereof, as recorded in Plat Book 3, at Page 43 of the Public Records of Monroe County, Florida.

Islamorada,
Village of Islands

Sent via e-mail: mgregg87@aol.com

March 21, 2016
Revised: May 16,2016

Mark Gregg
P.O. Box 324
Micanopy, FL 32667

Project: **Pre-Application Conference (PC-16-01) Summary**
Location: **86751 Old Highway, Plantation Key**
Parcel RE#: **00411890-000000**

Dear Mr. Gregg:

Thank you for your Application for a Pre-Application Conference (the "Application"). The following is the Planning and Development Services Department's ("staff") analysis of your questions and a summary of the meeting held on October 12, 2015. Those in attendance were Mark Gregg, Applicant and Patrick Doty, Planner. The purpose of the Pre-Application Conference is to familiarize the applicant with the applicable provisions of Chapter 30, *Land Development Regulations (LDRs)* of the Code of Ordinances ("Code") of Islamorada, Village of Islands, Florida (the "Village"), and the processes required for a dwelling unit determination at the Subject Property.

Based upon the information provided by the Applicant, research completed by Staff and the provisions of the LDRs in effect at the time of the Application, this summary shall serve as a description of, in general, what provisions of the LDRs apply to the dwelling unit determination, what will be required for the determination, and the required submittals. The following provides a written response to the questions submitted in the application and those posed at the meeting.

Property Background:
The subject property (the "Property") is located at 86751 Old Highway, Plantation Key with Real Estate Number 00411890-000000 and is within the Residential Single-family (R1) Zoning District and the Residential Medium (RM) Future Land Use Map category. According to the Monroe County Property Appraiser's Office, the Property is 6,943 square feet of land area and contains a single-family home.

Proposed Development:
The questions posed in the Application and voiced during the meeting relate to a proposed affordable housing development located at the Property. The Agent also requested any other potential development options for the Property that would comply with the existing zoning and FLUM designation and allow for an increase in the number of affordable dwelling units on the Property.

86800 Overseas Highway • Islamorada, Florida 33036-3162
Office 305-664-6400 • Fax 305-664-6467 • www.islamorada.fl.us

Analysis:

What is the exact procedure to apply for a determination that the structure is a legally established dwelling unit? What is the fee?

The pre-application conference is the procedure to acknowledge dwelling units on the Property. In order for a structure to be considered as a residential unit and be exempt from Building Permit Allocation System (BPAS), a dwelling unit area shall be determined to legally exist if the parcel meets at a minimum all of the criteria of either Code Section 30-473(d)(1) or Code Section 30-473(d)(2):

(1) A permit or other official approval was issued by the village or Monroe County for the unit(s) or floor area for residential dwelling units or nonresidential floor area and the unit(s) or floor area was accounted for in the village comprehensive plan building permit allocation system and ROGO [Rate of Growth Ordinance (Monroe County Ordinance 016-1992 as amended)], which shall be proof that the residential units(s) or amount of floor area was in existence and included in the April 1990 Census or was issued a certificate of occupancy subsequent to April 1990.

Staff completed a permit history search and found that there is no building permit issued for the construction of a duplex. The only permits in the Village Records indicate a permit for the reconstruction of a sign, the installation of shutters, and a Home Occupation License issued at the Property. According to the Monroe County Property Appraiser, the structure was constructed in 1957. Monroe County records indicate that building permits were first issued beginning in 1960. The Monroe County Property Appraiser reflect this property as a Single Family Residence.

Criterion 1 <u>has not</u> been met.

(2) If a permit or other official approval is not available, for residential dwelling units or nonresidential floor area, the criteria listed below shall be used to establish proof that the residential dwelling unit or nonresidential floor area was legally established:

a. The structure in which the unit or nonresidential floor area is located is currently habitable as determined by the building official, or utility invoices/receipts from Florida Keys Electric Cooperative or Florida Keys Aqueduct Authority are provided that clearly indicate by separate meter that the unit or nonresidential building was being served during April 1990, or Monroe County property record card showing the existence of the unit or nonresidential floor area in 1990, or occupational license or other state license for 1990 for a nonresidential use of a property, or insurance policy records for the building for a nonresidential use of a property that clearly delineate the amount of floor area; and

In an email dated February 8, 2016 (Attachment A), Gerry Albertson, Building Official stated the following, "After an onsite visit the addition to the structure at 87651 Overseas Highway, the addition appears to be and is consistent with the materials and products used in the mid 1960's to early 1970's time period. I would classify this property as a duplex."

Criterion 2a <u>has</u> been met.

b. Aerial photograph(s) or signed and sealed survey(s) clearly showing existence of the dwelling unit or nonresidential structure either in 1990, or if not available for 1990 then both prior to and subsequent to 1990; and

The Property has a structure that has maintained a similar footprint in the most recent aerial imagery from 1991 to 2015. Aerial Imagery does not clearly show the existence of two (2) dwelling units or provide definitive proof of the existence of two (2) dwelling units within the structure. The provided aerial imagery and historic imagery on file, dating back to 1964, does not indicate two discernable dwelling units in historic aerial imagery before 1990.

Criterion 2b has not been met.

c. A determination by the village that the use could have been legally permitted under the zoning and building codes in effect for the parcel at the time the structure was constructed or the business was established. This not only refers to the type of use but also to the parameters of the building construction; or

According to the Monroe County Property, the structure was constructed in in 1957. The first land development regulations were established for Monroe County in the early 1960s. Therefore, there were no zoning or building codes in effect at the time the structure was constructed on the Property.

In 1963, the Property was designated within the BU-2 Zoning District. Although duplexes were a permitted use within the BU-2 Zoning District, staff was unable to locate any building permits for the addition of a second dwelling unit to the Property after 1963. In 1986, the property was designated within the Sub-urban Commercial which allowed commercial apartments involving less than six units. The previous zoning districts allowed multiple units on the property, however, staff was unable to locate any development permits authorizing the construction of a second unit or duplex.

Criterion 2c has been met.

d. The applicant meets the criteria listed above in subsections b. and c. but does not meet the criteria in a. then the director shall forward the application to the village council for a determination only if the applicant produces any other documentary evidence showing the existence of a unit or nonresidential floor area consistent with subsections b. and c. above. The council shall hold a quasijudicial hearing to review the application in accordance with the procedures in article IV, division 3 of chapter 30 of the Village Code.

The Applicant meets Criterion 2a and Criterion 2c. Based on the analysis above, the Applicant does not meet Criteria 2b, therefore proof has not been provided to establish the existence of two (2) dwelling units on the Property. According to Village records and

research conducted by staff, the Village recognizes one (1) dwelling unit on the Property. Pursuant to Code Section 30-473(d)(2)d, the Director forwards the application to the Village Council if the applicant produces other documentary evidence showing the existence of a unit consistent with subsections 2b and 2c. The Applicant has not demonstrated that subsection 2b has been met, nor has other documentary evidence been submitted showing the existence of a dwelling unit.

1) **What is the procedure to have the building official inspect or otherwise determine that the structure in which the dwelling unit is located is currently habitable, as per Code Section 30-473(d)(2)(a)? What is the fee?**

   The Applicant was contacted and a Site Visit was conducted on February 4, 2016. The Building Official determined the structure was habitable.

2) **If the dwelling unit is determined by the Village to be legally established, then what is the procedure to convert the unit from market rate to affordable? What is the fee? If an affordable allocation from the BPAS is required to convert from market rate to affordable, are the old [existing] market rate units transferable?**

   There would be no fee to convert the unit to affordable, you would just need to record a deed restriction designating the property as an affordable unit. Converting a structure to an affordable unit would result in loss of the market rate unit on the Property. Currently, there is not a mechanism to transfer the market rate dwelling unit off of the site because the existing regulations require the removal of development rights from the Property; affordable or market rate.

   Currently, Village staff is drafting an amendment to the Transfer of Development Rights regulations that would allow for the transfer of a market rate to an eligible receiver site and either conversion or reconstruction on the sender site to affordable housing. This ordinance is scheduled for first reading for the Village Council on April 7, 2016.

3) **What is the status of the nonresidential floor area referenced in permit # 00-06272?**

   There is no recognized nonresidential square footage on the Property. The building permit application signed by William F. Cotton for Permit 00-06272 states that the current use of the property is "sub-commercial office only" consisting of "2,500 square feet". However, Permit 00-06272 was for maintenance of an existing nonconforming sign. The square footage figure that was submitted on the application is not a determination by the Village.

4) **If the applicant is unhappy [dissatisfied] with the decision of the Village Planning Department on my [this] application what is the procedure for an appeal?**

   If the Applicant is dissatisfied with the decision by staff, pursuant to Code Section 30-281(a), "Any person aggrieved by an administrative decision or interpretation of the director of planning and development services, the building official or other village administrative official regarding the provisions of this chapter may appeal such decision or interpretation. The appeal shall be initiated within 30 days of the date of receipt by the aggrieved person of mailed, or posted, or published notice of the administrative

decision or interpretation by filing an appeal with the director in a form specified by the planning and development services department for reviewing the application, and shall be accompanied by an application fee that is established by the village council from time to time to defray the actual cost of processing the appeal. Failure to file an appeal within the timeframe specified, and exhaust all administrative remedies provided for in this chapter, shall constitute a waiver of all rights to appeal any interpretation or determination made by the village." The application in included as Attachment B. There is a fee of $2,300[1] to appeal the Decision by the Planning Department to Council.

Code Section 30-281 governs Administrative Appeals. Relevant portions are included below.

Section 30-281(d): "At the public hearing, the Village Council shall consider the appeal, the relevant support materials, the [Planning] Director's recommendations, and public testimony given at the hearing. If at any time during the public hearing the Village Council determines that the appeal is based upon incomplete or inaccurate information or misstatements of fact, it may deny the appeal or refer the application back to the [Planning] Director for further review and revised recommendations."

Section 30-281(d): "The Village Council in reviewing the appeal under this Section shall presume the original decision of the [Planning] Director, building official or other administrative official was correct and shall only overturn such decision where there has been an error of fact or law."

Section 30-281(e): "When considering an appeal the Village Council shall consider the following factors. In no event, however, shall an appeal be approved which fails to meet any standard below. Failure to comply with any standard shall be deemed adverse to the public interest.

1. The appeal is consistent with the purposes, goals, objectives and policies of the Comprehensive Plan;

2. The appeal complies with all relevant and appropriate portions of [Code Chapter 30, Land Development Regulations *(LDRs)*]; and

3. There was an error of fact or law in the decision of the [Planning] Director."

If you have any further questions or need additional clarification, please feel free to contact Patrick Doty, Planner, at patrick.doty@islamorada.fl.us or 305-664-6416.

Conclusion:
This pre-application letter is based solely upon the information provided by the applicant and is only intended to familiarize the applicant with the provisions of the land development regulations currently in effect that may be applicable to the development project proposed by the applicant. The information provided herein is subject to change based upon the adoption of new policies or regulations, the repeal of existing policies or regulations, submission of additional information, or a determination that incomplete/inaccurate information or misstatements of fact were provided by the applicant. This letter is not a development approval, order or permit, and nothing contained herein shall be construed or interpreted as conveying, conferring, granting or denying any building, development or vested rights. This is not an administrative decision or interpretation regarding the provisions of

[1] The $2,300 fee consists of a $1,800 flat fee for internal review and processing and a $500.00 deposit for any required external reviews and required noticing, consistent with Division 6, Article V, Chapter 30 of the Village's Code of Ordinances.

the comprehensive plan or land development regulations. A final decision or interpretation of the applicable policies and regulations cannot be made until the applicant submits a complete development application for review.

Sincerely,

P. Doty

Patrick Doty, Planner

Encl: Attachment A - Email dated February 4, 2016 form Gerry Albertson
Attachment B – Application for Administrative Appeal

Cc: File

qPublic.net™ Monroe County, FL

Summary

Parcel ID	00411890-000000
Account #	1506133
Property ID	1506133
Millage Group	50VI
Location Address	86751 OLD HWY , PLANTATION KEY
Legal Description	PLANTATION RIDGE PB3-43 PLANTATION KEY LOT 2 LESS SOUTH 50 FT SQR 2 OR12-132 OR158-608 OR587-317 OR620-207 OR750-515E OR750-513 OR1094-1134 OR1619-1959/61 OR2744-1081/83 OR2752-1063/65C (Note: Not to be used on legal documents)
Neighborhood	1551
Property Class	MULTI FAMILY LESS THAN 10 UNITS (0800)
Subdivision	PLANTATION RIDGE
Sec/Twp/Rng	13/63/37
Affordable Housing	No

Owner

GREGG MARK H
189 E RIDGE RD
ISLAMORADA FL 33036

Valuation

		2017	2016	2015	2014
+	Market Improvement Value	$148,034	$112,211	$132,361	$125,227
+	Market Misc Value	$2,118	$2,179	$1,966	$1,836
+	Market Land Value	$62,574	$113,147	$113,147	$104,167
=	**Just Market Value**	**$212,726**	**$227,537**	**$247,474**	**$231,230**
=	**Total Assessed Value**	**$212,726**	**$227,537**	**$210,581**	**$191,438**
-	School Exempt Value	$0	$0	$0	$0
=	**School Taxable Value**	**$212,726**	**$227,537**	**$247,474**	**$231,230**

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
MULTI RES DRY (080D)	6,943.00	Square Foot	0	0

Buildings

Building ID	22281
Style	GROUND LEVEL
Building Type	M.F. - R2 / R2
Gross Sq Ft	2380
Finished Sq Ft	1804
Stories	1 Floor
Condition	POOR
Perimeter	198
Functional Obs	0
Economic Obs	0
Depreciation %	51
Interior Walls	DRYWALL

Exterior Walls	C.B.S.
Year Built	1957
EffectiveYearBuilt	1965
Foundation	CONCRETE SLAB
Roof Type	GABLE/HIP
Roof Coverage	ASPHALT SHINGL
Flooring Type	TERRAZZO
Heating Type	NONE with 0% NONE
Bedrooms	3
Full Bathrooms	1
Half Bathrooms	1
Grade	500
Number of Fire Pl	1

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	1,804	1,804	258
GBF	GAR FIN BLOCK	480	0	88
OPF	OP PRCH FIN LL	96	0	64
TOTAL		**2,380**	**1,804**	**410**

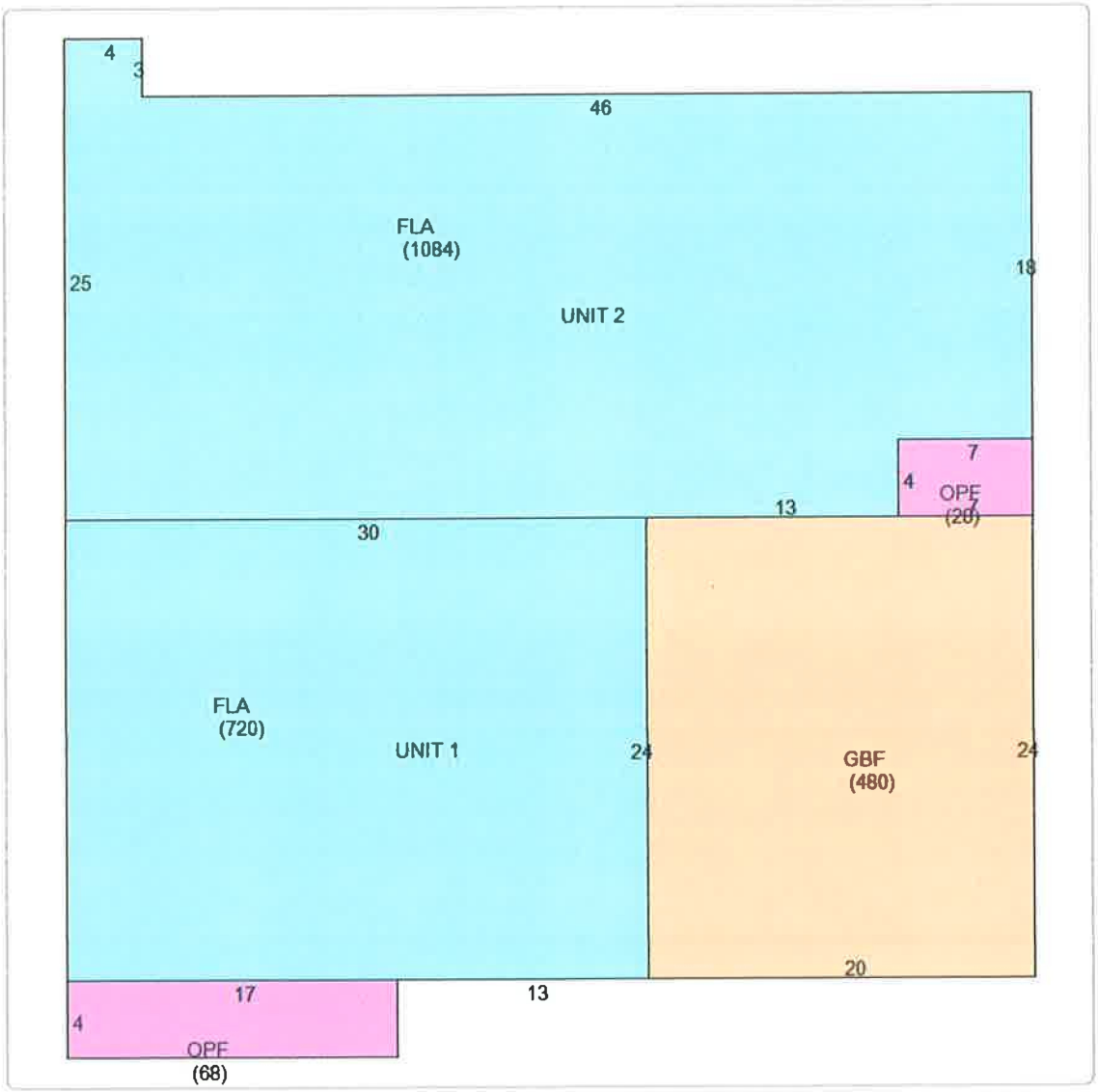
Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
PATIO	1962	1963	1	27 SF	2
PATIO	1966	1967	1	100 SF	1
FENCES	1966	1967	1	129 SF	2
WALL AIR COND	1982	1983	1	2 UT	1
FENCES	1998	1999	1	462 SF	2
WALL AIR COND	2000	2000	1	1 UT	2

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
5/26/2015	$365,000	Warranty Deed		2744	1081	37 - Unqualified	Improved
5/26/2015	$10,000	Warranty Deed		2752	1063	11 - Unqualified	Improved
2/4/2000	$82,100	Quit Claim Deed		1619	1959	J - Unqualified	Improved
2/1/1975	$48,000	Conversion Code		750	513	Q - Qualified	Improved

Sketches (click to enlarge)



Photos

Map

No data available for the following modules: Commercial Buildings, Mobile Home Buildings, Exemptions, Permits.

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the

Last Data Upload: 10/17/2017 6:05:08 AM

Schneider

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The Schneider Corporation

Administrative Appeal Before the Village Council

Islamorada Village of Islands, Florida

Appeal Of

Pre-Application Conference Summary Letter Dated April 30, 2026

Village Planning Department File

PLPRE20250147

Initial Brief and Basis for Appeal

Mark H. Gregg, Appellant
118 Pippin Drive
Islamorada, Florida 33036
305 394 3337
mgregg9787@aol.com

Introduction and Summary

On October 2, 2015, Appellant, Mark H. Gregg, filed an application for a dwelling unit determinatio seeking confirmation by the Staff of the Village Planning and Development Services Department (Village Staff) that the duplex structure located on the Appellant's property at 86751 Old Highway on Plantation Key Florida (the Property) contained two legally established dwelling units in accordance with the three criteria set forth in Section 30-473(d)(2) of the Village's Land Development Regulations (LDR's). The Staff determined that the Applicant met 2 of the 3 required criteria but failed to meet the third criterion because the required aerial photographs submitted with the application did not "*show the existence of two (2) dwelling units or provide definitive proof of the existence of two (2) dwelling units within the structure*" (emphasis added). The Appellant filed an appeal on April 16, 2016, which was denied by a 3/2 vote of the Village Council at the hearing held on January 17, 2017.

On October 7, 2025, the Village Council approved an appeal by Brian Magrane seeking recognition of 3 legally established dwelling units for a triplex located at 107 Carroll Street in Islamorada. After a 2017 application in which Village Staff recognized only 2 dwelling units, Dr. Magrane filed a new application in 2025 for recognition of a triplex. As in the Appellant's 2017 duplex appeal, the 2025 Magrane appeal also included aerial photographs of the triplex structure as required by the Village LDR's however in this 2025 appeal the Village Staff specifically determined that Dr. Magrane's aerial photographs to be in compliance with the LDR's aerial photography criterion *without any reference to proof of the existence of any dwelling units within the structure*. Although the Village Staff recognized only 2 units in the triplex for other reasons, the Village Staff found that Dr. Magrane had met the aerial photograph criterion to the extent practicable by providing aerial photographs that showed *only the existence of the triplex structure* both before and after 1990, as referenced in the LDR's, thus indicating a change in policy and interpretation of the specific LDR requirement relied upon by the Village Staff as the basis of the denial of the Appellant's appeal in 2017.

On October 22, 2025, Appellant filed a new application for a Pre-Application Conference seeking confirmation of the legally established duplex status of the Appellant's Property based upon new information and a change in circumstances since the 2017 appeal, including a change in Village Council policy and interpretation of applicable law in place in 2017. The Village Staff determined that no new evidence had been submitted that would warrant a reconsideration of the Applicant's 2017 appeal denial, and did not recognize the Appellant's Property as a duplex.

Issues of Law and Fact

Issue 1. Can the Village Council approve a new application which would reverse the denial of the Village Council's appeal decision 2017? Yes. Village LDR 30-212(d)(4) provides for a waiting period of one year after the date of denial of the prior application before filing a new application. The date of denial of the Appellant's original application was January 17, 2017. Additionally, Florida courts also generally allow an applicant to re-apply for a land use approval which had been previously denied based upon a change of circumstances, such as new facts not in existence at the time of the original application, and changes in policy and interpretation of the applicable law. See: Coral Reef Nurseries vs Babcock Co. 410 So 2d 648 (Third District Court of Appeals, 1982).

In the present appeal, changed circumstances include:

a) The Village Staff issued a fence permit for the Applicant's property in October 2017 which listed the use of the property as "multifamily" after the denial of the original duplex appeal in January 2017.

b) The Applicant submitted a 2017 property record card from the Monroe County Property Appraiser which classified the Appellant's property as "multifamily" and included a footprint diagram showing 2 dwelling units

c). The Village updated the criteria for proof for the existence of the dwelling units as per the Magrane triplex approval reference above, and

d) The Village has allowed the Applicant to continue and maintain the use of the property as a duplex since the denial of the Appellant's original appeal in January of 2017.

Issue 2. **Do the aerial photographs submitted by the Appellant meet the criterion of Village LDR Section 30-473(d)(2)(b)? Yes. The Applicant submitted several aerial photographs from 1968 to 1991 that show the duplex structure in existence on the Applicant's property. The 2 dwelling units are located beneath the roofline and inside the structure shown in all of the photographs submitted by the Applicant. The language of Village LDR Section 30-473(d)(2)(b) requires the Applicant to provide:**

"Aerial photographs or signed and sealed surveys clearly showing existence of the dwelling unit" both before and after 1990.

The Village Council's present policy and legal interpretation of the LDR's now no longer require proof of the *number* of dwelling units "within the structure". It is impossible to show the number of units "within the structure" using aerial photography. The 1985 and 1991 photographs show a building footprint consistent with the present footprint of the duplex structure. In conformity with the present policy and LDR interpretation approved by the Village Council in the 2025 Magrane appeal, the Appellant's aerial photographs clearly show the existing duplex structure in both before and after 1990, therefore the photographs submitted by the Applicant meet criterion 30-473(d)(2)(b).

Issue 3. **Does the evidence submitted by the applicant establish a nonconforming use of the Appellant's structure as a duplex? Yes. Although the Village Staff's April 30, 2026 denial letter did not address the Applicant's questions regarding the nonconforming use of the structure, the Village Staff's original 2016 denial letter contained findings that support a determination of the nonconforming use of the Appellant's structure as a duplex:**

a) The Appellant's duplex structure was constructed in 1957 prior to any zoning or building regulations, therefore the duplex could have legally been built in 1957, and

b) The use of the Appellant's structure as a duplex would have also been legally allowed under the zoning laws in effect from the beginning in the early 1960's until 2001 when the new Village Comprehensive Plan was adopted.

Conclusion

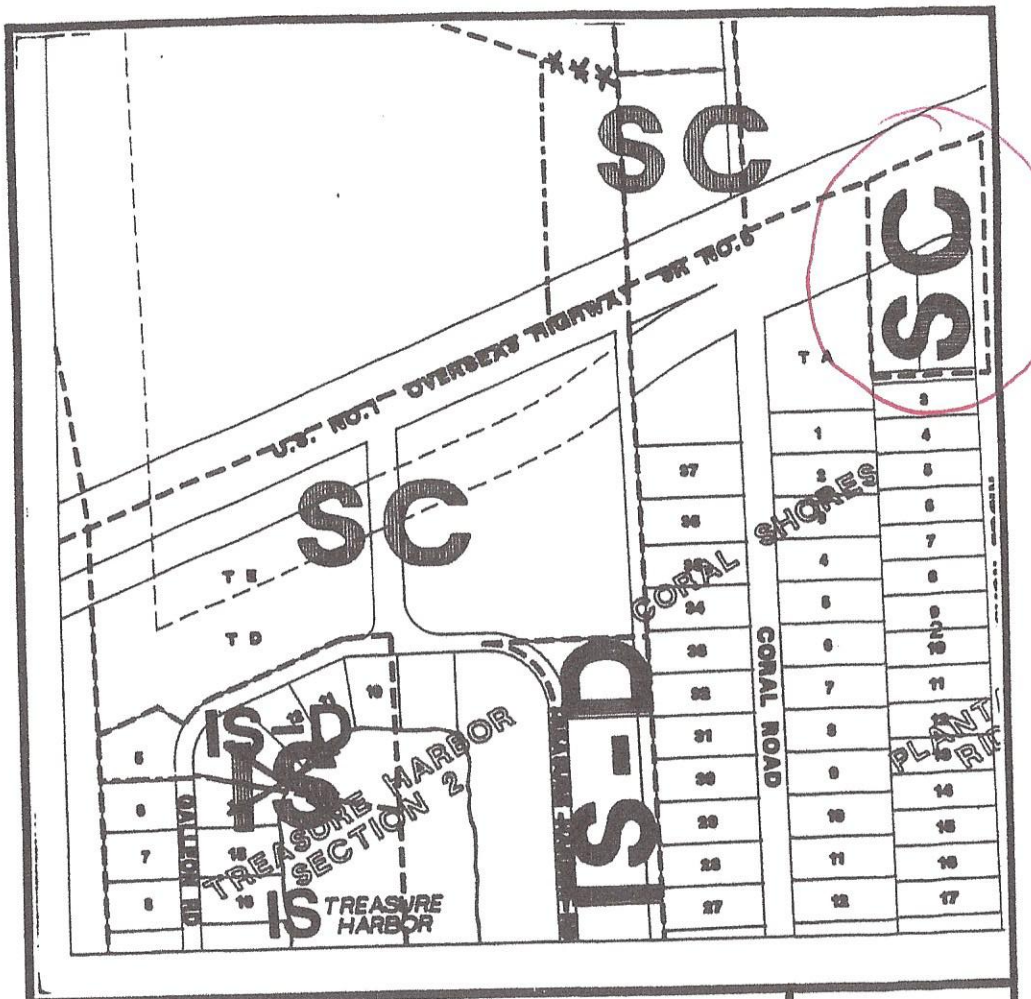
The Aerial photographs submitted by the Applicant clearly show the existence of the structure where the 2 dwelling units are located as required by Village LDR Section 30-473(d)(2)(b), and the 2016 dwelling unit confirms that the remaining criteria of Section 30-473(d)(2)(a) and (c) have been met, therefore the applicant is entitled to a determination by the Village Council that the structure on the Appellant's is a duplex with 2 legally established dwelling units. Alternatively, these same criteria establish legally and lawfully nonconforming use of the Appellant's property as a legal nonconforming duplex.

Respectfully Submitted,

Mark H. Gregg
May 26, 2026

VENETIAN SHORES PLAT NO 6
PB6-119
GU
NORTH SHORE BANK TRUSTEE
GOVT. LOT 4
8.20 Ac
INVERSIONES PANACA CONAC. COMPANIA ANONIMA
GOVT. LOT 3
13-63-37
49.40 Ac
RU-1
RU-3
RU-8
FLAMINGO LANE
SPOONBILL LANE
SUNSET LAKE
BU-1
BU-2
BU-2-T
BU-3-Y
CHARLES S. TIFT
STEPHEN J. UHLER ETAL
3.04 Ac
STARS INCORPORATED
4.43 Ac
STARS INCORPORATED
18.38 Ac
GOVT LOT 2
GOVT LOT 1
7.15 Ac
13.75 Ac
8.0 Ac
OLD STATE
RANGE 37 EAST
T-63S. R-37E.
BU-2 Commercial
Zoning 1963-1986

285



Pursuant to Ordinance 022-1989 and Rule 9J-14.007 F.A.C., the Monroe County Land Use Map is amended as of January 17th, 1990 and indicated above and briefly described as: Add boundaries between lots 5 & 6 and lots 13 & 14 as shown. Designate lots 5,10,11,12 & 13 as IS-D. (See BOCC Resolution 544-1988 for other boundary changes shown)

Director of Planning

March 22, 1991.-
Date

Sheet # 166

Rd. II Amendment # 72-U-86

N

1"=200'

SC
Commercial
Zoning
1986 to 2001

Re: BU-2 Zoning

From: mgregg9787@aol.com

To: patrick.doty@islamorada.fl.us

Date: Thursday, November 5, 2015 at 08:35 AM EST

Hello Patrick, I'll be in the Keys next week and I wanted to have the building official inspect the property to verify that is is habitable. I know you have a lot of things going on, but I was hoping that you would have a chance to confirm the duplex use for the property mentioned in your email. Thanks, Mark.

-----Original Message-----
From: Patrick Doty <patrick.doty@islamorada.fl.us>
To: mgregg9787 <mgregg9787@aol.com>
Sent: Fri, Oct 23, 2015 4:34 pm
Subject: BU-2 Zoning

Mark,

I have not forgotten you. I have done some research on the BU-2 zoning district, which does in fact include all uses allowed in RU (Residential Use) and BU (Business Use) Districts (which would include a duplex). This would indicate that a duplex would likely be permissible according to the 1963 zoning. The zoning code was not in effect at the time the building was constructed, however, it is consistent with the parameters set forth in the 1963 Zoning Code. Cheryl was out today, and I have not been able to discuss/confirm this with her. I will follow up early next week.

Best,

Patrick Doty
Planner
Islamorada,
Village of Islands
Office
(305)664-6416
patrick.doty@islamorada.fl.us<mailto:patrick.doty@islamorada.fl.us>

[cid:image002.png@01D10DB0.8AD22C90]

Under
Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Islamorada, Village of Islands

November 5, 2025

Mr. Gregg,

At your request, an inspection of the structure located at 86751 Old Highway was conducted on November 5, 2025. The inspection was to determine if the structure is habitable. Habitable is defined as suitable or fit to live in. At this time, the structure meets the definition of habitable.

Best Regards,

Sheila Denoncourt, CBO/CFM
Building Official, Village of Islamorada

86800 Overseas Highway, Second Floor, Islamorada, FL 33036
305-664-6400 FAX 305-664-6469
www.islamorada.fl.us

Islamorada, Village of Islands
Planning & Development Services
86800 Overseas Highway, Islamorada, FL 33036
T: 305-664-6400, F: 305-664-6467

APPLICATION FOR ADMINISTRATIVE APPEAL

Pursuant to Code Chapter 30, Article IV, Division 4

Application Type:	Fee:	*Deposit:	Total Fee:
Residential	$1,800.00	$2,000.00	$3,800.00
Nonresidential	$3,900.00	$2,000.00	$5,900.00

* A deposit is required for development approval or permits which necessitate additional review and processing, and/or public hearing and notice requirements. Applicants are required to pay a cost recovery deposit which shall be credited toward the fee charged for such additional review and processing and shall pay additional deposits as may be required from time to time. A debit based upon the actual time expended in reviewing an application and the applicable actual amount charged to the Village shall be charged against the cost recovery deposit.

Any person aggrieved by an administrative decision or interpretation of the Director of Planning and Development Services, the Building Official or other Village administrative official regarding the provisions of Chapter 30, Land Development Regulations, of the Code of Ordinances of Islamorada, Village of Islands, may appeal such decision or interpretation. The appeal shall be initiated within 30 days of the date of the administrative decision or interpretation by filing this application with the Director.

APPELLANT:
Name: Mark H. Gregg
Mailing Address: 118 Pippin Drive, Islamorada FL 33036
Primary Phone: 305 394 3337 Fax: _____
Email: mgregg9787@aol.com

AGENT (if applicable): Property owner must submit a **notarized** letter authorizing the applicant/agent to act on their behalf including the agent's name, address and phone number.
Name: none
Mailing Address: _____
Primary Phone: _____ Fax: _____
Email: _____

PROPERTY OWNER:
Name: Same as applicant
Mailing Address: _____
Primary Phone: _____ Fax: _____
Email: _____

LEGAL DESCRIPTION OF PROPERTY: If in metes and bounds, attach legal description on separate sheet.
Physical Address: 86751 Old Highway, Islamorada FL 33036 Mile Marker: 86.7
Lot: 2, Less S 50' Block: 2 Subdivision: Plantation Ridge PB 3 43
☒ Plantation Key ☐ Windley Key ☐ Upper Matecumbe Key ☐ Lower Matecumbe Key
Real Estate (RE) Number: 004121890 000000 Alternate Key: 1506133
Zoning District: R 1 Future Land Use Category: RM

Application for Administrative Appeal

Are there any pending codes violations on the property? ☐ Yes (Case # _____) ■ No

A COPY OF THE BASIS FOR THE APPEAL IN THE NATURE OF AN INITIAL BRIEF AND ANY EVIDENCE INCLUDING TESTIMONY, AFFIDAVITS AND THE CURRICULUM VITAE OF ANY EXPERT WITNESS THAT WILL BE CALLED MUST BE ATTACHED TO THIS APPLICATION. The brief must at a minimum state all grounds for the appeal, including but not limited to, the law being appealed and any facts necessary for the interpretation of those laws. (Attach additional sheets of paper.)

All of the following must be submitted in order to have a complete application:

- ■ Correct fee – Total Fee (check or money order to "Islamorada, Village of Islands", or payment online through the portal)
- ■ Proof of ownership (i.e. warranty deed)
- ■ Current property record card(s) from the Monroe County Property Appraiser
- ■ A copy of the document(s), which comprise the administrative decision being appealed
- ■ Any evidence and record which forms the basis for the appeal must be submitted with this application
- ■ Names and addresses of all expert witnesses that you propose to call at the hearing
- ■ Photograph(s) of site from adjacent roadway(s)
- ■ Notarized agent authorization letter from all owners of the subject property (if applicable)
- ■ Signed and sealed boundary survey (if applicable)

If deemed necessary to complete a full review of the application, the Planning and Development Services Department reserves the right to request additional information. If new evidence, or the basis for appeal, is submitted at the hearing, Staff shall request that the hearing be continued to the next meeting so that Staff has the opportunity to prepare a response to the new evidence. If the applicant does not submit the basis for the appeal with the application, Staff will recommend denial of the appeal.

I certify that I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete and accurate. I certify that all information required has been provided.

Digital signatures do not require notarization when they can be verified by a Trusted Certificate issued by a third-party Certificate Authority. If you are not using a "verifiable digital signature", print this document and have it notarized.

Signature of Applicant _____ **Date** May 26, 2026

Print Name: Mark H. Gregg

STATE OF FLORIDA
COUNTY OF MONROE

Sworn to and subscribed before me by means of X physical appearance or ____ online notarization, this 26 day of MAY, 20 26, by Mark H. Gregg (name of person signing the application) as N/A (type of authority e.g. officer, manager / member, trustee, attorney in fact) for Mark H. Gregg (name of entity or party on behalf of whom application was executed).

Signature of Notary Public

SEAL: NOTARY PUBLIC STATE OF FLORIDA — SHANNON L. MCCLURG, Commission # HH 389286, Expires April 20, 2027

☒ Personally Known ☐ Produced Identification

Type of ID _____

NONCONFORMITIES

Sec. 30-731. - Intent and purpose.

It is the intent and purpose of this division to permit defined nonconformities within the village on a managed basis, while managing any adverse impacts on the village's conforming uses and structures, as provided below:

(1) There may exist lots, structures, or uses of land, water and structures, which were lawful before the regulations in this chapter were adopted or amended, but which would be prohibited, regulated, or restricted under the terms of this chapter or any future amendments to this chapter. It is the village's intent to permit these nonconformities to continue until they are voluntarily removed or removed as required by this chapter. Further, it is the intent that nonconformities shall not be replaced, relocated, enlarged, expanded, intensified, or extended unless the nonconformity is brought into conformance with current regulations or unless an administrative variance approval is obtained for such change in conformance with the criteria in this division.

(2) The village's intent is to avoid undue hardship for property owners. Therefore, nothing in this chapter shall be deemed to require a change in the plans, construction, or designated use of any building or property which was lawful prior to the effective date of the regulations in this chapter. If a building or property could not have been legally issued a building permit at the time of its construction pursuant to the regulations in effect at the time of the construction, then nothing in this division shall now render such building or construction lawful. In addition, nothing in this chapter shall be deemed to require a change in the plans, construction, or designated use of any property for which a site plan or conditional use was lawfully approved prior to the effective date of adoption or amendment of the regulations in this chapter, if such approval has not yet expired. Any such approved plan or use may be amended by approval of the director, provided the degree of nonconformity with this chapter is not increased.

(3) If the nonconformity is located in an area of special flood hazard, the village's floodplain regulations should also be consulted for restrictions on the ability to maintain or change the nonconformity.

(Ord. No. 02-11, § 1(5.2.1), 1-24-2002; Ord. No. 17-6, § 4, 4-20-2017)

Sec 30-735 Nonconforming Use Of Structure

Any nonconforming use of a structure (or structure and land or water in combination) in the village may be continued so long as it remains otherwise lawful, provided it meets all of the following requirements:

(a) The nonconforming use shall not be enlarged, extended, constructed, reconstructed, moved (other than a historic structure listed in the National Register of Historic Places or the Florida Inventory of Historic Places), or structurally altered except for the purpose of changing the use to a use permitted in the zoning district in which it is located, unless meets the criteria specified in section 30-741 and an administrative variance permit is obtained pursuant to section 30-222. The structure containing the nonconforming use shall not be divided or enlarged unless the nonconforming use is discontinued.

(b) The nonconforming use shall not be extended to occupy any additional structure on the same lot or parcel not used for such nonconforming use at the time the nonconformity was established.

(c) Notwithstanding subsections (a) and (b) of this section, if the nonconforming use is a single-family residential use, then the structure may be permitted to be enlarged, extended, constructed, reconstructed, moved, or structurally altered as long as the number of dwelling units in the structure is not thereby increased.

(d) The nonconforming use may be extended throughout any part of the structure which was manifestly arranged or designed for such use at the effective date of adoption or amendment of the regulations in this chapter. Any nonconforming use which occupied a portion of the structure not originally designed or intended for such use shall not be extended to any other part of the structure.

(e) The nonconforming use may be changed to another nonconforming use of the same character, or to a more restricted but nonconforming use, if no structural alterations are made and if the director of the planning and development services department finds that:

(1) The proposed nonconforming use is equally or more appropriate to the zoning district than the existing nonconforming use; and

(2) The relationship of the structure to surrounding properties is such that adverse effects on occupants, neighboring properties, or environmental resources will not be greater than if the existing nonconforming use is continued.

(f) Any structure in or on which the nonconforming use is replaced by a permitted use shall thereafter conform to the use regulations for the zoning district in which such structure is located, and the former nonconforming use shall not thereafter be resumed nor shall any other nonconforming use be permitted.

(g) If the nonconforming use discontinues for any reason (except where governmental action impedes access to the premises) for a period of more than 365 consecutive days, any subsequent use shall conform to the regulations for the zoning district in which the use is located.

(h) A nonconforming use that is a regulated adult use shall be governed by article VI, division 2 of this chapter.

(i) It is the intent of this section to permit the continuance and resumption of working waterfront uses which have been in operation since December 6, 2001, regardless of the timeframes set forth in this chapter or zoning district standards. A determination as to the dates of operation shall be at the sole discretion of the director of planning and development services.

(Ord. No. 02-11, § 1(5.2.5), 1-24-2002; Ord. No. 09-01, § 7, 1-22-2009)

Definitions Sec. 30-32

Kitchen means any food preparation area larger than a wet bar, intended or designed to be used for cooking or the preparation of food. The presence of a range, oven, or utility connections suitable for servicing a range or oven shall normally be considered as establishing a kitchen.

Known habitat of threatened/endangered animal species means one that has documented evidence of sightings, collection, trapping, or direct physical evidence of the presence of the animal(s) in a specific habitat areas indicated on the village's protected animal species map (also known as the threatened and endangered species maps) or on data maintained by federal, state, local or nongovernmental agencies, published and unpublished papers or by direct observation of animals using the site for breeding or nesting.

Lamp means the component of a fixture that produces the light.

Land means the earth, at or below the surface that lies above high tide for lands subject to tidal inundation.

Landscaping material means the following or a combination thereof such as, but not limited to: grass, ground covers (not including pavers), shrubs, vines, hedges, trees or palms, and other materials such as rocks, pebbles, sand and topsoil expressly used for aesthetic purposes.

Lap dance, also known as a straddle dance, face dance, or flash dance, means the use by an employee, whether clothed or partially or totally nude, of a part of his or her body to touch, massage, rub, stroke, caress, or fondle the genital or pubic area of a person while at the establishment, or the touching of the genital or pubic area of an employee by a person while at the establishment. It shall be a "lap dance" regardless of whether the "touch" or "touching" occurs while the employee is displaying or exposing a specified anatomical area. It shall also be a "lap dance" regardless of whether the "touch" or "touching" is direct or through a medium.

Lattice tower means a self-supporting tower consisting of vertical and horizontal supports with multiple legs and cross bracing, and metal crossed strips or bars to support antennas.

Lawfully existing use means a use that exists on the effective date of this chapter that complies with the land development regulations applicable to its origination.

Level of service (traffic) means a quantitative measure describing operational conditions within a traffic stream. The procedures contained in the Highway Capacity Manual, Special Report 209, by the Transportation Research Board of the National Research Council, 1985, as updated or created, shall be the primary basis and reference for determining the level of service of any given roadway, bicycle path, or pedestrian facility. For U.S. 1, the basis for determining level of service is the methodology developed by the U.S. 1 Level of Service Task Force.

Licensed sign contractor means a person meeting all state and county licensing requirements and registered with the village.

Light-emitting surface means the element of a lighting fixture that is the point of origin of the lumens emitted by the fixture.

Light graphic means any light, series of lights, string of lights, light tubing, neon or group of lights, of any type or construction, which are affixed to a structure in any manner, or which are affixed to the ground or vegetation or structure or premises as to draw attention thereto, or which by themselves, said lights due to their shape, configuration, color or placement, draw attention to said premises or structure. This term shall not include lighting approved pursuant to article VI, division 10 (Signs) or article V, division 5 of this chapter (outdoor lighting).

Light pollution means general sky glow caused by the scattering of artificial light in the atmosphere.

Nonconforming structure means any structure (other than a sign) lawfully existing on the effective date of this chapter (or of any amendment which renders such structure nonconforming), which does not comply with restrictions on lot area, lot coverage, height, setbacks, location on the lot, or any such requirements of this chapter as amended (other than use regulations).

Nonconforming use means any use lawfully being made of any land, water or structure (other than a sign) on the effective date of the regulations in this chapter (or of any amendment which renders such use nonconforming), which does not comply with all of the requirements of such regulations as they may be amended. The casual, temporary, or illegal use of land or structures, or land and structures in combination, shall not be sufficient to establish the existence of a nonconforming use or to create rights in the continuance of such use.

Nonconformity means a nonconforming use, a nonconforming characteristic of a conforming use, or a nonconforming structure.

Nonresidential building permit allocation means the maximum amount of nonresidential floor area for which building permits may be issued in a given time period.

Nonresidential development project means all development other than residential development projects.

Nuisance tree means any tree that is causing damage to structures or that poses a threat to the health or safety of a property owner.

Nursery means a use in which plants are grown for sale or for the harvest of their products.

Occupant means any lessee, tenant or other person who, for consideration, occupies a residential dwelling unit pursuant to a vacation rental agreement.

Office means a use where business, professional or governmental services are made available to the public.

Off-premises sign means any sign relating in its subject matter to commodities, accommodations, services, activities, or information located or placed on premises or lots other than the premises upon which the sign is located. A highway wayfinding sign or real estate open house sign as authorized pursuant to article VI, division 10 (Signs) of this chapter shall not be considered an off-premises sign.

Off-street parking space means a defined area not in a street, aisle, or alley for the purpose of providing parking for operable passenger vehicles for residents, customers, patrons and employees.

Open space means that portion of any parcel or area of land or water that is required to be maintained such that the area within its boundaries is open and unobstructed from the ground to the sky.

Open space ratio (OSR) means the percentage of the total gross area of a parcel that is open space.

Open water means shorelines directly located on the Straits of Florida, Florida Bay, the Gulf of Mexico, and the Atlantic Ocean. Open water is not intended to mean shorelines on embankments, basins, manmade canals, channels or basins that have access to open water but are not directly located on open water.

Operational entity means an acceptable, legally bound, responsible organization that agrees to operate and maintain the stormwater management system.

Ordinary repairs or maintenance means the work done to prevent the deterioration of a building or structure, or any part of a building or structure, by keeping the building or structure as nearly as practicable to its condition before any deterioration, decay, or damage.

Nonconforming sign, legal means a legal and permitted sign (including a sign for which a variance has been granted) existing as of August 28, 2000, and which complied with the code in existence when the sign was erected.

Nonconforming structure means any structure (other than a sign) lawfully existing on the effective date of this chapter (or of any amendment which renders such structure nonconforming), which does not comply with restrictions on lot area, lot coverage, height, setbacks, location on the lot, or any such requirements of this chapter as amended (other than use regulations).

Nonconforming use means any use lawfully being made of any land, water or structure (other than a sign) on the effective date of the regulations in this chapter (or of any amendment which renders such use nonconforming), which does not comply with all of the requirements of such regulations as they may be amended. The casual, temporary, or illegal use of land or structures, or land and structures in combination, shall not be sufficient to establish the existence of a nonconforming use or to create rights in the continuance of such use.

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Open space means that portion of any parcel or area of land or water that is required to be maintained such that the area within its boundaries is open and unobstructed from the ground to the sky.

Open space ratio (OSR) means the percentage of the total gross area of a parcel that is open space.

Open water means shorelines directly located on the Straits of Florida, Florida Bay, the Gulf of Mexico, and the Atlantic Ocean. Open water is not intended to mean shorelines on embankments, basins, manmade canals, channels or basins that have access to open water but are not directly located on open water.

Operational entity means an acceptable, legally bound, responsible organization that agrees to operate and maintain the stormwater management system.

New development or development project means any project undertaken for the purpose of development, including, without limitation, a project involving the issuance of a permit for construction, reconstruction, or change of use, but not a project involving the issuance of a permit to operate or to remodel, rehabilitate or improve an existing structure, which does not change the density or intensity of use, nor the rebuilding of a structure destroyed or damaged by an act of God, nor the replacement of one mobile home with another on the same pad if no dwelling unit is added, nor the replacement of one single-family residence with another equivalent single-family residence.

New manufactured home park or subdivision (floodplain) means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed after December 31, 1974.

Newspaper box means any type of outdoor unmanned device, whether a self-service or coin-operated box, container, storage unit, newsrack or other dispenser, installed, used or maintained for the display, sale, or vending of or free distribution of newspapers, news periodicals, magazines, trade publications or journals, advertising inserts, circulars, directories, maps, digests, tabloids, broadsheets, real estate publications or any other printed materials.

Newspaper of general circulation means a newspaper of local origin published at least on a weekly basis, but does not include a newspaper intended primarily for members of a particular professional or occupational group, whose primary function is to carry legal notices, or a newspaper that is given away primarily to distribute advertising.

Noncommencement means the cancellation of construction activity, making a material change in a structure, or the cancellation of any other land development activity making a material change in the use or appearance of land.

Nonconforming characteristic of a nonconforming use means a sign, off-street parking or off-street loading, or other matter pertaining to the use of land, water, structures, and premises that is lawfully existing on the effective date of the regulations in this chapter (or of any amendment which renders such characteristic nonconforming), which does not comply with all of the requirements of this chapter as they may be amended. Height shall expressly not be considered a nonconforming characteristic of a nonconforming use.

Nonconforming sign, legal means a legal and permitted sign (including a sign for which a variance has been granted) existing as of August 28, 2000, and which complied with the code in existence when the sign was erected.

Nonconforming structure means any structure (other than a sign) lawfully existing on the effective date of this chapter (or of any amendment which renders such structure nonconforming), which does not comply with restrictions on lot area, lot coverage, height, setbacks, location on the lot, or any such requirements of

Policy 1-2.1.4: Restrict Density And Intensity Of Development

The maximum range of allocated density and/or intensity (FAR) stated in the Comprehensive Plan and in the Land Development Regulations, for permitted uses in each future land use map category shall not exceed the thresholds established in accordance with the following table:

MAXIMUM DENSITY AND INTENSITY BY FUTURE LAND USE MAP CATEGORY

FLUM Category	Maximum Residential Density	Maximum Non-Residential Intensity (FAR)
Residential Conservation (RC)	1 unit/4 acres +1	-
Residential Low (RL)	1 unit/2 acres +1	-
Residential Medium (RM)		
Single Family	1 unit per lot	-
Duplex	2 units per lot	-
Triplex for Affordable Housing	3 units per lot	-
Fourplexes for Affordable Housing	4 units per lot	-
Residential High (RH)		
Density Allowance	6 units per acre	-
With TDR's or for Affordable Housing	12 units per acre	-
Mixed Use Residential (MU)		
Residential Density Allowance	6 units per acre	-
With TDR's or for Affordable Housing	12 units per acre	-
Mixed Use Non-Residential		
Outside Village Activity Centers	-	.25
Outside VAC's with TDR's	-	.35
Inside Village Activity Centers	-	.35
Industrial (I)	+1	.25
Conservation (C)	-	-
Airstrip (A)	1 unit per lot	.25
Public and Semi-Public Services (PS)		
Density and Intensity Allowance	+1	.25
With TDR's	-	.35
Residential Institutional Use	12 units per acre	-
Recreation and Open Space (RO)	-	.15

380.04 Definition of development.—

(1) The term "development" means the carrying out of any building activity or mining operation, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels.

(2) The following activities or uses shall be taken for the purposes of this chapter to involve "development," as defined in this section:

(a) A reconstruction, alteration of the size, or material change in the external appearance of a structure on land.

(b) A change in the intensity of use of land, such as an increase in the number of dwelling units in a structure or on land or a material increase in the number of businesses, manufacturing establishments, offices, or dwelling units in a structure or on land.

(c) Alteration of a shore or bank of a seacoast, river, stream, lake, pond, or canal, including any "coastal construction" as defined in s. 161.021.

(d) Commencement of drilling, except to obtain soil samples, mining, or excavation on a parcel of land.

(e) Demolition of a structure.

(f) Clearing of land as an adjunct of construction.

(g) Deposit of refuse, solid or liquid waste, or fill on a parcel of land.

(3) The following operations or uses shall not be taken for the purpose of this chapter to involve "development" as defined in this section:

(a) Work by a highway or road agency or railroad company for the maintenance or improvement of a road or railroad track, if the work is carried out on land within the boundaries of the right-of-way.

(b) Work by any utility and other persons engaged in the distribution or transmission of gas, electricity, or water, for the purpose of inspecting, repairing, or renewing on established rights-of-way or corridors, or constructing on established or to-be-established rights-of-way or corridors, any sewers, mains, pipes, cables, utility tunnels, power lines, towers, poles, tracks, or the like. This provision conveys no property interest and does not eliminate any applicable notice requirements to affected land owners.

(c) Work for the maintenance, renewal, improvement, or alteration of any structure, if the work affects only the interior or the color of the structure or the decoration of the exterior of the structure.

(d) The use of any structure or land devoted to dwelling uses for any purpose customarily incidental to enjoyment of the dwelling.

(e) The use of any land for the purpose of growing plants, crops, trees, and other agricultural or forestry products; raising livestock; or for other agricultural purposes.

(f) A change in use of land or structure from a use within a class specified in an ordinance or rule to another use in the same class.

(g) A change in the ownership or form of ownership of any parcel or structure.

(h) The creation or termination of rights of access, riparian rights, easements, distribution and transmission corridors, covenants concerning development of land, or other rights in land.

(4) "Development," as designated in an ordinance, rule, or development permit includes all other development customarily associated with it unless otherwise specified. When appropriate to the context, "development" refers to the act of developing or to the result of development. Reference to any specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not development. Reference to particular operations is not intended to limit the generality of subsection (1).

History.—s. 4, ch. 72-317; s. 2, ch. 83-308; s. 94, ch. 2002-20; s. 29, ch. 2002-296; s. 2, ch. 2018-34.

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b. A multi-tenant center has been legally established, for up to 150 square feet of covered outdoor storage area or one covered shed up to 150 square feet; or

c. As an alternative to subsection (c)(4)a or b of this section, a restaurant has been legally established, for up to 150 square feet of covered or uncovered, unenclosed outdoor seating area.

(5) The demolition and transfer off-site of enclosed nonresidential floor area from a sender site and the development of the transferred enclosed nonresidential floor area on a receiver site in accordance with the procedures and criteria of this chapter.

(d) *Criteria*. Criteria for determining the existence of a legally established residential dwelling unit or nonresidential floor area. A dwelling unit or an amount of nonresidential floor area shall be determined to legally exist if the parcel meets at a minimum all of the criteria of either (1) or (2) below:

(1) A permit or other official approval was issued by the village or Monroe County for the unit(s) or floor area for residential dwelling units or nonresidential floor area and the unit(s) or floor area was accounted for in the village comprehensive plan building permit allocation system and ROGO [Rate of Growth Ordinance (Monroe County Ordinance 016-1992 as amended)], which shall be proof that the residential units(s) or amount of floor area was in existence and included in the April 1990 Census or was issued a certificate of occupancy subsequent to April 1990.

(2) If a permit or other official approval is not available, for residential dwelling units or nonresidential floor area, the criteria listed below shall be used to establish proof that the residential dwelling unit or nonresidential floor area was legally established:

a. The structure in which the unit or nonresidential floor area is located is currently habitable as determined by the building official, or utility invoices/receipts from Florida Keys Electric Cooperative or Florida Keys Aqueduct Authority are provided that clearly indicate by separate meter that the unit or nonresidential building was being served during April 1990, or Monroe County property record card showing the existence of the unit or nonresidential floor area in 1990, or occupational license or other state license for 1990 for a nonresidential use of a property, or insurance policy records for the building for a nonresidential use of a property that clearly delineate the amount of floor area; and

b. Aerial photograph(s) or signed and sealed survey(s) clearly showing existence of the dwelling unit or nonresidential structure either in 1990, or if not available for 1990 then both prior to and subsequent to 1990; and

c. A determination by the village that the use could have been legally permitted under the zoning and building codes in effect for the parcel at the time the structure was constructed or the business was established. This not only refers to the type of use but also to the parameters of the building construction; or

d. The applicant meets the criteria listed above in subsections b. and c. but does not meet the criteria in a. then the director shall forward the application to the village council for a determination only if the applicant produces any other documentary evidence showing the existence of a unit or nonresidential floor area consistent with subsections b. and c. above. The council shall hold a quasijudicial hearing to review the application in accordance with the procedures in article IV, division 3 of chapter 30 of the village Code.

(3) Additional information shall be required to establish the number of units for mobile homes or recreational vehicles ("RVs") if such units are located in either a mobile home

Dormitory means a space in a residential unit that is used for group sleeping purposes for no less than two unrelated persons in one room and has no more than one common kitchen, one bath and one common room for social purposes and three other rooms, such as institutional and employee housing.

Drain means a channel, pipe, or other structure for the purpose of conveying water.

Drainage means removal of water from an area for the purpose of lowering the water level of that area.

Drawdown means a change in surface water elevation within a stormwater management facility in response to its discharge. For retention facilities, drawdown represents the amount of surface water elevation change in response to infiltration. For detention facilities, drawdown represents the amount of surface water elevation change in response to discharge from a bleed-down device (orifice).

Dredging means excavation below water level or in wetlands.

Drive-in or drive-through component means any use accommodating the patron's automobile from which the occupants may receive a service or in which products purchased from the establishment may be consumed.

Driveway means a private roadway providing access for vehicles to a parking space, dwelling unit, or structure on a property.

Dwelling, apartment, means a multifamily building in which units share common entries or accesses to individual units.

Dwelling, attached, means a residential dwelling unit consisting of one or more residential units that are developed without open yards on all sides of the dwelling unit.

Dwelling, detached, means an individual residential dwelling that is developed with open yards on all sides of the dwelling unit but not including mobile homes or recreational vehicles.

Dwelling, duplex, means two-family dwellings with the units either side-by-side or in any over-under configuration. In the side-by-side configuration, the units share a common wall, while in the over-under configuration, they are stacked.

Dwelling, fourplex, means four-family dwellings with the units either side-by-side or in any over-under configuration. In the side-by-side configuration, the units share a common wall, while in the over-under configuration, they are stacked.

Dwelling, triplex, means three-family dwellings with the units either side-by-side or in any over-under configuration. In the side-by-side configuration, the units share a common wall, while in the over-under configuration, they are stacked.

Dwelling unit means one or more rooms in a building used for occupancy by one family for living and sleeping quarters and containing one kitchen only, including a mobile home.

Easement. A grant by a property owner of the use of all or part of his land to another party for a specific purpose.

Eating place means any business primarily engaged in the on-site preparation and sale of food and beverages for consumption either on- or off-premises, except that grocery stores and vending machines are not classified as eating places.

Eave. The projecting lower edges of a roof overhanging the wall of a building.

Doc# 2038723 07/22/2015 3:38PM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

07/22/2015 3:38PM
DEED DOC STAMP CL: Krys $70.00

Doc# 2032038 06/05/2015 10:42AM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

06/05/2015 10:42AM
DEED DOC STAMP CL: Krys $2,555.00

Doc# 2038723
Bk# 2752 Pg# 1063

Doc# 2032038
Bk# 2744 Pg# 1081

Prepared by and return to:
Erica Hughes-Sterling
Attorney at Law
Spottswood, Spottswood & Spottswood
500 Fleming Street
Key West, FL 33040
305-294-9556
File Number: 15-269-ED
Will Call No.:

This Warranty Deed is being re-recorded to reflect additional documentary stamps on $10,000.00 for total purchase price of $375,000.00

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 29th day of May, 2015 between **Cotton of Key West Limited Partnership, a Florida Limited Partnership** whose post office address is **84 Key Haven Road, Key West, FL 33040**, grantor, and **Mark H. Gregg, a single man** whose post office address is P.O. Box 324, Micanopy, FL 32667, grantee:

(Whenever 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, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Monroe County, Florida** to-wit:

SEE EXHIBIT "A"

Parcel Identification Number: 0041189-000000 and 00411210-000000

Subject to conditions, limitations, restrictions and easements of record and taxes for the year 2015 and subsequent years.

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; that the grantor 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, 2014**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

DoubleTime®

Doc# 2032038
Bk# 2744 Pg# 1082

EXHIBIT "A"

Doc# 2038723
Bk# 2752 Pg# 1064

LEGAL DESCRIPTION

Lot 2, LESS the South 50 feet, Block 2, PLANTATION RIDGE, according to the map or plat thereof as recorded in Plat Book 3, Page 43, Public Records of Monroe County, Florida.

Folio #00411890-000000 A/K #1506133

ALSO

Tract A, LESS the South 120 feet thereof, CORAL SHORES, a subdivision on Plantation Key, according to the plat thereof as recorded in Plat Book 3, Page 2, Public Records of Monroe County, Florida.

Folio #00411210-000000 A/K #1505439

Doc# 2032038
Bk# 2744 Pg# 1083

Doc# 2038723
Bk# 2752 Pg# 1065

Signed, sealed and delivered in our presence:

Witness Name: ERICA H. STERLING

Witness Name: Diane I. Castillo

Witness Name: ERICA H. STERLING

Witness Name: Diane I. Castillo

Cotton of Key West Limited Partnership

By: _____
Shirley A. Flenner, Gerneral Partner

By: _____
William F. Cotton, General Partner

(Corporate Seal)

State of Florida
County of Monroe

The foregoing instrument was acknowledged before me this 26th day of May, 2015 by Shirley A. Flenner and William F. Cotton, General Partners of Cotton of Key West Limited Partnership, on behalf of the limited partnership. They [ ] are personally known to me or [X] have produced a driver's license as identification.

[Notary Seal]

_____
Notary Public

DIANE T. CASTILLO
Commission # FF 042498
Expires December 3, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

Printed Name: Diane I. Castillo

My Commission Expires: _____

MONROE COUNTY
OFFICIAL RECORDS

MONROE COUNTY
OFFICIAL RECORDS

Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036
Phone: (305) 664-6400 Fax: (305) 664-6469

FENCE

Permit:	**PRBLD201701769**	Applied:	**18 Oct 2017**
Job Cost:	**$2,200.00**	Issued:	**11/3/2017 9:38:51 AM**
Total Fees:		Property:	**86751 OLD HWY**
Paid:	**$0.00**	Construction:	**MULTI FAMILY**

Square Footage:
Total: **0**

Parcel # (Primary):
00411890-000000

Zoning:
Property: **R1**
Fire: **PK**
Flood:
Special:

Legal:
PLANTATION RIDGE PB3-43 PLANTATION KEY LOT 2 LESS SOUTH 50 FT SQR 2 OR12-132 OR158-608 OR587-317 OR620-207 OR750-515E OR750-513 OR1094-1134 OR1619-1959/61 OR2744-1081/83 OR2752-1063/65C

Owner:	Agent:	Contractor:
GREGG MARK H 189 E RIDGE ISLAMORADA, FL 33036 (305) 394-3337		GREGG MARK H 189 E RIDGE ISLAMORADA, FL 33036 (305) 394-3337

Description of Work: replace existing 6' high wood fence blown down by Hurricane Irma. Affected area is 72 linear feet long

PRBLD201701769-BD BUILDING GREGG MARK H (305) 394-3337

Permit Conditions:

Department	Condition	Status
Building	Physical Address Number Required to be posted.	Open
Planning	No vegetation removal this permit.	Open
Planning	Fence must not exceed 8 feet in height pursuant Code Section 30-912(f). Fence height shall be measured from the top portion of the fence to the finished ground elevation.	Open
Planning	Permit to allow for the replacement of existing 6' high wood fence damaged by Hurricane Irma. No work permitted outside area indicated on approved site plan.	Open
Planning	All fences shall be constructed with the finished surface facing the exterior of the property with support posts placed to the inside, except in cases where the fence posts are an integral part of the fence design	Open

Issuance of a development permit by the Village does not in any way create any righton the part of an applicant to obtain a
permit from a state or federal agency and does not create any liability on the part of the Village for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. The applicant or permit holder shall obtain all applicable state and federal permits prior to the start of construction for the development authorized pursuant to this permit.

This permit becomes null and void if an approved inspection has not been recorded in the Building Department within 180 days of the valid date of the permit, or once the initial inspection is approved and recorded, subsequent inspections are not approved and recorded within 180 days of the previous approved and recorded inspection.

I hereby certify that I have read and examined this document and know the same to be true and correct. I further agree that I will in all respects construct the above described improvement in accordance with this statement and the plans and specifications herewith filed, and in accordance with the ordinances of Islamorada, Village of Islands. Granting of a permit does not presume to give authority to violate or cancel provisions of any state or local laws regulating construction or the performance of construction.

WARNING TO OWNER: Your failure to record a Notice of Commencement may result in your paying twice for

improvements to your property. If you intend to obtain financing, consult with your lender or attorney before recording your Notice of Commencement. Once recorded, the Notice of Commencement MUST BE POSTED AT THE JOB SITE.

Contractor or Agent — 11/3/17 Date

Building Official or Designee — Date

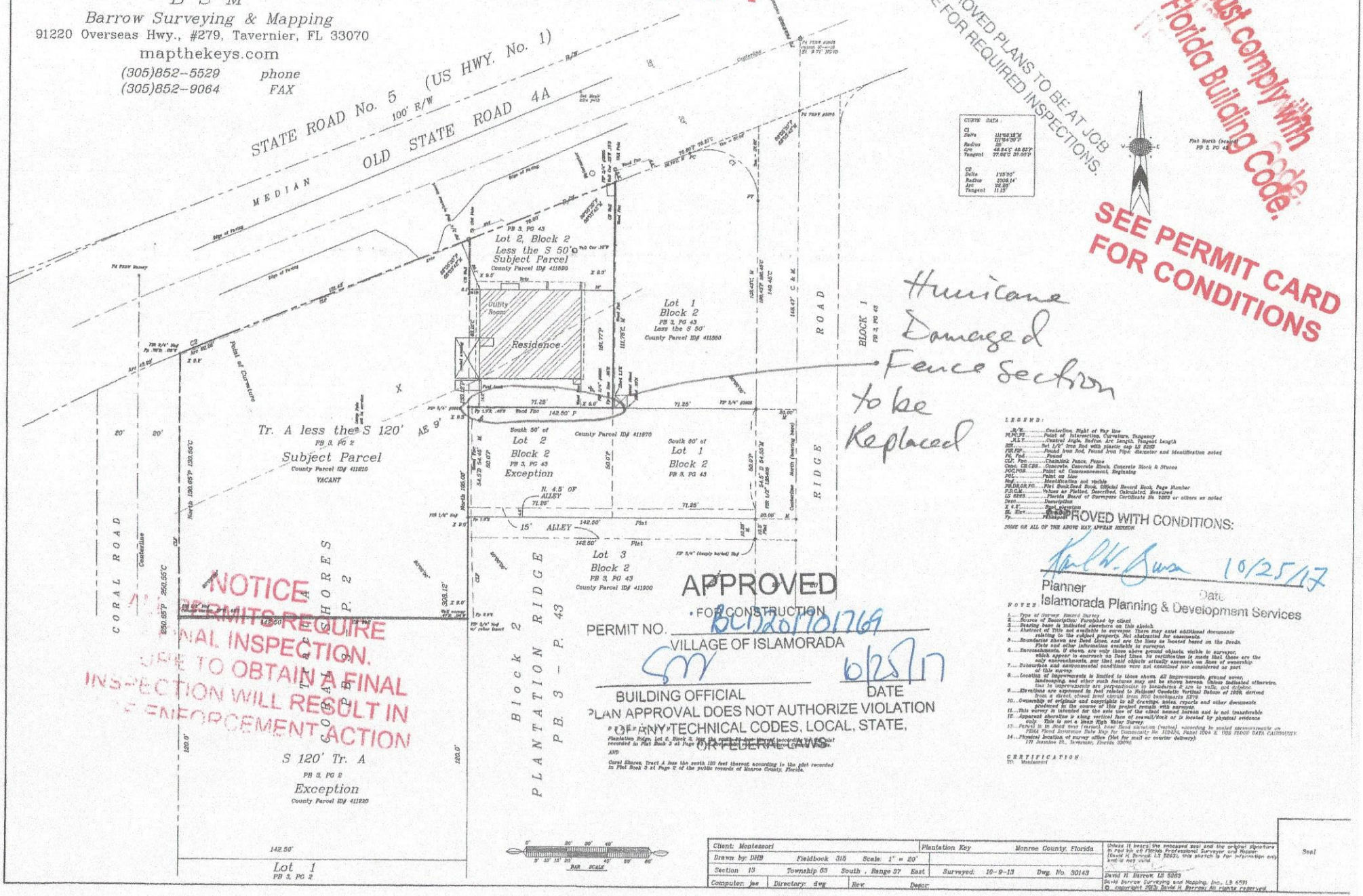
OFFICE COPY

B S M
Barrow Surveying & Mapping
91220 Overseas Hwy., #279, Tavernier, FL 33070
mapthekeys.com
(305)852-5529 phone
(305)852-9064 FAX

APPROVED PLANS TO BE AT JOB SITE FOR REQUIRED INSPECTIONS.

Must comply with Florida Building Code.

SEE PERMIT CARD FOR CONDITIONS



NOTICE
PERMITS REQUIRE
FINAL INSPECTION.
FAILURE TO OBTAIN A FINAL
INSPECTION WILL RESULT IN
CODE ENFORCEMENT ACTION

APPROVED
FOR CONSTRUCTION
PERMIT NO. BCI20170176
VILLAGE OF ISLAMORADA
BUILDING OFFICIAL 6/25/17 DATE
PLAN APPROVAL DOES NOT AUTHORIZE VIOLATION OF ANY TECHNICAL CODES, LOCAL, STATE, OR FEDERAL LAWS.

APPROVED WITH CONDITIONS:
Karl W. Buza 10/25/17
Planner Date
Islamorada Planning & Development Services

Client: Montessori		Plantation Key	Monroe County, Florida
Drawn by: DHB	Fieldbook: 315	Scale: 1" = 20'	
Section 13	Township 63 South,	Range 37 East	Surveyed: 10-9-13 Dwg. No. 30143
Computer: jae	Directory: dwg	Rev:	Descr:

Unless it bears the embossed seal and the original signature in red ink of Florida Professional Surveyor and Mapper (David H. Barrow, LS 5263), this sketch is for information only and is not valid.

David H. Barrow, LS 5263
David Barrow Surveying and Mapping, Inc., LB 6591
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Seal

qPublic.net™ Monroe County, FL

Summary

Parcel ID	00411890-000000
Account #	1506133
Property ID	1506133
Millage Group	50VI
Location Address	86751 OLD HWY , PLANTATION KEY
Legal Description	PLANTATION RIDGE PB3-43 PLANTATION KEY LOT 2 LESS SOUTH 50 FT SQR 2 OR12-132 OR158-608 OR587-317 OR620-207 OR750-515E OR750-513 OR1094-1134 OR1619-1959/61 OR2744-1081/83 OR2752-1063/65C (Note: Not to be used on legal documents)
Neighborhood	1551
Property Class	MULTI FAMILY LESS THAN 10 UNITS (0800)
Subdivision	PLANTATION RIDGE
Sec/Twp/Rng	13/63/37
Affordable Housing	No

Owner

GREGG MARK H
189 E RIDGE RD
ISLAMORADA FL 33036

Valuation

	2017	2016	2015	2014
+ Market Improvement Value	$148,034	$112,211	$132,361	$125,227
+ Market Misc Value	$2,118	$2,179	$1,966	$1,836
+ Market Land Value	$62,574	$113,147	$113,147	$104,167
= **Just Market Value**	**$212,726**	**$227,537**	**$247,474**	**$231,230**
= **Total Assessed Value**	**$212,726**	**$227,537**	**$210,581**	**$191,438**
- School Exempt Value	$0	$0	$0	$0
= **School Taxable Value**	**$212,726**	**$227,537**	**$247,474**	**$231,230**

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
MULTI RES DRY (080D)	6,943.00	Square Foot	0	0

Buildings

Building ID	22281
Style	GROUND LEVEL
Building Type	M.F. - R2 / R2
Gross Sq Ft	2380
Finished Sq Ft	1804
Stories	1 Floor
Condition	POOR
Perimeter	198
Functional Obs	0
Economic Obs	0
Depreciation %	51
Interior Walls	DRYWALL

Exterior Walls	C.B.S.
Year Built	1957
EffectiveYearBuilt	1965
Foundation	CONCRETE SLAB
Roof Type	GABLE/HIP
Roof Coverage	ASPHALT SHINGL
Flooring Type	TERRAZZO
Heating Type	NONE with 0% NONE
Bedrooms	3
Full Bathrooms	1
Half Bathrooms	1
Grade	500
Number of Fire Pl	1

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	1,804	1,804	258
GBF	GAR FIN BLOCK	480	0	88
OPF	OP PRCH FIN LL	96	0	64
TOTAL		2,380	1,804	410

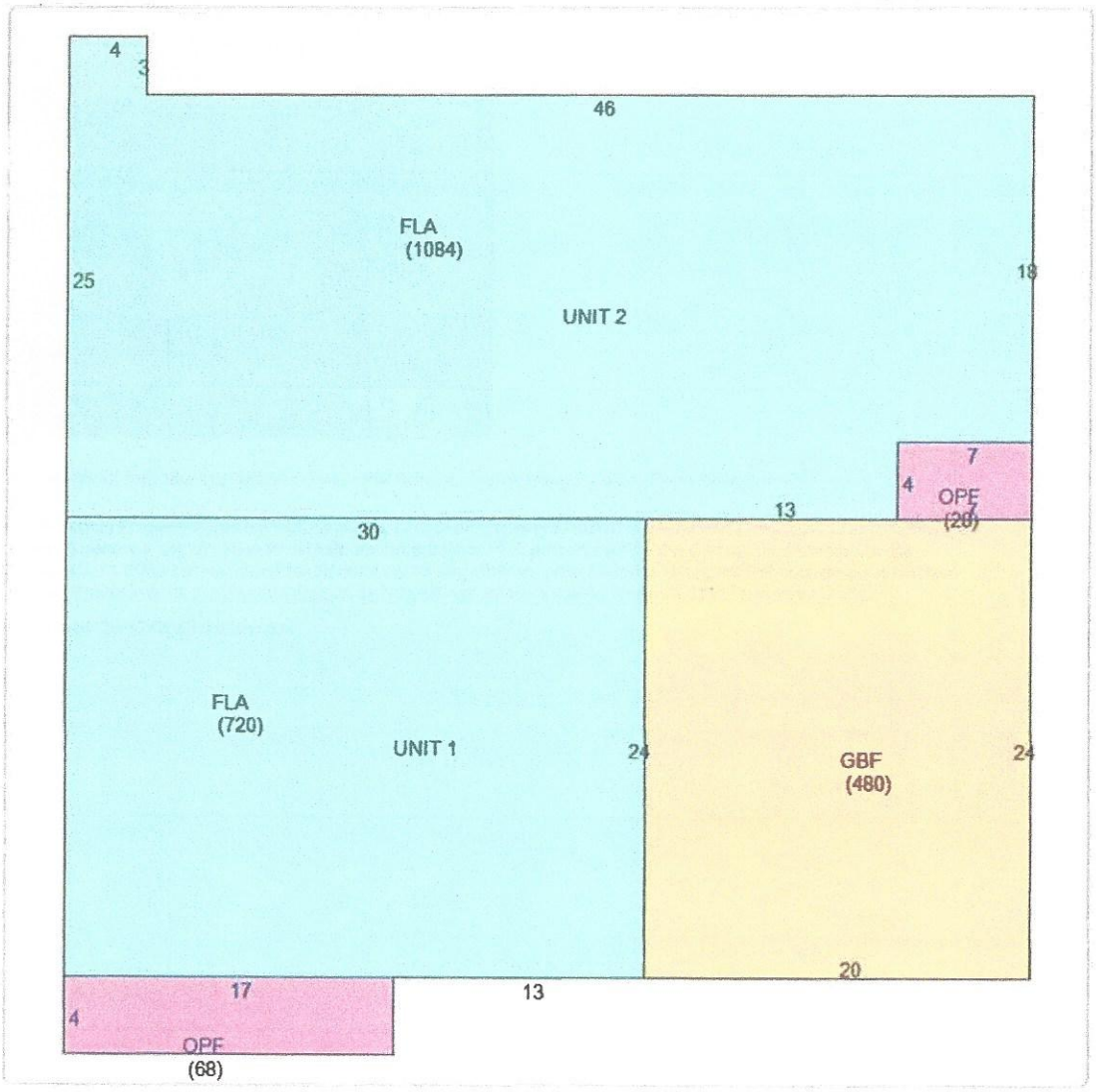
Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
PATIO	1962	1963	1	27 SF	2
PATIO	1966	1967	1	100 SF	1
FENCES	1966	1967	1	129 SF	2
WALL AIR COND	1982	1983	1	2 UT	1
FENCES	1998	1999	1	462 SF	2
WALL AIR COND	2000	2000	1	1 UT	2

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
5/26/2015	$365,000	Warranty Deed		2744	1081	37 - Unqualified	Improved
5/26/2015	$10,000	Warranty Deed		2752	1063	11 - Unqualified	Improved
2/4/2000	$82,100	Quit Claim Deed		1619	1959	J - Unqualified	Improved
2/1/1975	$48,000	Conversion Code		750	513	Q - Qualified	Improved

Sketches (click to enlarge)



Photos

B S M
Barrow Surveying & Mapping
91220 Overseas Hwy., #279, Tavernier, FL 33070
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(305)852-5529 phone
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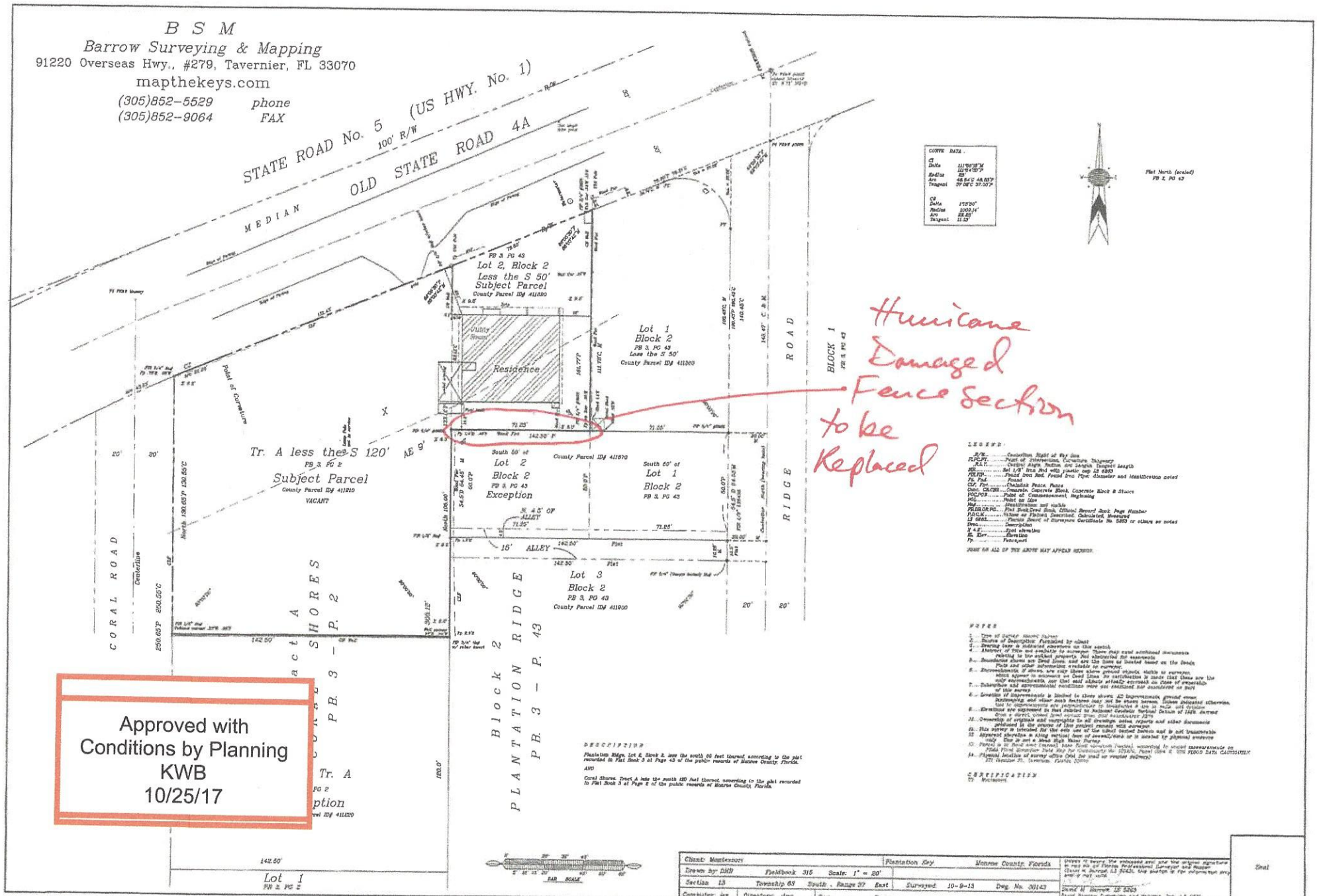


From: gerry albertson
Sent: Monday, February 08, 2016 2:33 PM
To: Patrick Doty
Subject: 86751 overseas Highway

Patrick,
After an onsite visit the addition to the structure at 87651 Overseas Highway, the addition appears to be and is consistent with the materials and products
used in the mid 1960's to early 1970's time period. I would classify this property as a duplex.

Gerald E. Albertson CBO/CFM
Building Official
Village of Islamorada

Application for Pre-Application Conference
86751 Old Highway, Islamorada, FL

The applicant's existing structure was constructed in 1957 and consists of 2 separate living spaces which are each improved with a separate full kitchen, a separate full bathroom, and a separate bedroom. The structure is currently occupied by 2 separate tenants, and has been occupied since the applicant's purchase of the property in May 2015, and was previously used as a duplex for decades. There are no known building permits for the construction of the duplex because Monroe County did not require building permits in 1957. After the applicant's purchase of the duplex in May 2015, the applicant thereafter applied for a duplex determination. In May 2016, the Village Planning Department determined that the applicant had met the requirements of Village Code Sections 30-473(d)(2)(a) and (c), but the applicant had not met the aerial photo requirement of sub section (b) because the aerial photographs submitted by the applicant did not show the number of dwelling units "***within the structure***":

"b. Aerial photograph(s) or signed and sealed survey(s) clearly showing existence of the dwelling unit or nonresidential structure either in 1990, or if not available for 1990 then both prior to and subsequent to 1990; and The Property has a structure that has maintained a similar footprint in the most recent aerial imagery from 1991 to 2015. Aerial Imagery does not clearly show the existence of two (2) dwelling units or provide definitive proof of the existence of two (2) dwelling units ***within the structure***. The provided aerial imagery and historic imagery on file, dating back to 1964, does not indicate two discernable dwelling units in historic aerial imagery before 1990."*

*Excerpt from Pre-Application Summary authored by Planner Patrick Doty, as revised May 16, 2016

Except for the aerial photograph requirement as per Village Code Section 30-473(d)(2)(b) above, the applicant met all other code requirements necessary to legally establish 2 dwelling units in the structure. There are no code provisions that require the applicant to show the number of dwelling units ***within the structure***, but rather only the existence of the structure in which the dwelling units are located, and the aerial photos submitted by the applicant clearly showed the existing structure which contains the 2 existing

dwelling units. In 2016, the applicant filed an appeal of the Village's denial of the duplex status of the structure which was denied by the Village Council in Appeal No. AA-16-03. At the hearing on this appeal, Village Senior Planner Karl Bursa presented the Village's case to the Village Council and prepared the "Council Communication" for the appeal. (see attached appeal packet file).

In 2017, subsequent to the applicant's 2016 appeal hearing on January 26, 2017, the Monroe County Property Appraised reclassified the structure from a single-family residence to "multi family less than 10 units" based upon an updated inspection requested by the Property Appraiser in 2015 and which was conducted shortly after applicant's purchase of the property in May 2015. The Property Appraised revised the property record card for the applicant's property to reflect a "MULTI FAMILY" use for the applicant's duplex and included a graphic sketch of the structure showing 2 dwelling units in the structure. On October 18, 2017, the Village issued a building permit no. PRBLD201701769 for a fence which indicated that the type of construction as "MULTI FAMILY". This permit application contained a copy of the Property Appraiser's updated property record card (attached hereto) and was reviewed and approved by Village Senior Planner Karl Bursa *who was also the Village Planner who opposed the applicant's appeal in case AA-16-03*, thereby confirming a changed position on behalf of the Village that the structure was a now considered as a legal duplex.

On October 07, 2025, in a similar but unrelated matter, the Village Council *granted* an appeal filed by the owner of a triplex located at 107 Carroll Street in Islamorada. The owner's request to legally establish a triplex was denied by the Village Planning staff due to the nonconforming size of the units and other unrelated factors. Like this application for a duplex determination, the triplex owner submitted aerial photographs which did *not* show the number of dwelling units ***within the structure***, only the existence of the structure that contained the 3 units. In confirming that code requirement Section 30-473(d)(2)(b) was met, the Village Planning staff had noted in the Council Communication from Robert Mather dated October 7, 2025 that:

"Criteria (2)b. ***has been met*** to the extent practicable via aerial imagery

that show the structure in existence before and after 1990. It should be noted that ***aerial imagery cannot determine the amount of dwelling units within a structure"*** (emphasis added).

By granting this appeal for the triplex, the Village Council, in a 5-0 vote, confirmed that an aerial photograph used in a dwelling unit determination is no longer required to show the number of units ***"within the structure"***.

Included with this application, the applicant has included new photographs of the roof of the duplex clearly showing that 2 separate roof lines of the 2 dwelling units are joined together to form the single duplex structure indicated in the aerial photographs previously submitted.

Questions:

1.) Does the evidence submitted in the applicant's 2015/16 pre-app application and appeal, combined with the new evidence not previously submitted, now support a finding by the Village that the applicant's structure contains 2 legally established dwelling units? If not, then why not? What more is needed?

2.) If the Village Planning Staff determines that the 2 dwelling units in the applicant's structure are not legally established, then are the 2 dwelling units claimed by the applicant considered to be nonconforming?

3.) Are the 2 dwelling units claimed by the applicant considered by the Village to be a "lawfully existing use" as that term is defined in Section 30-32 of the Village Code? If not, then why not?

4.) Is the Applicant's use of the structure as a duplex "legally permitted", "lawfully permitted", "lawfully established", or "legally existing", as all of those terms are used in the Village Land Development Regulations and Comprehensive Land Use Plan? If none of the above, then is the applicant's existing use of the structure as a duplex illegal or unlawful?

5.) The applicant has filed a building permit application to repair and

remodel the interior of the structure; see file no. PRBLD202300159. Do the improvements and work for work on the interior of the structure, as referenced in this building permit application, require review by the planning Department. Does the interior work referenced in this application comply with the exceptions to the definition of "development" as that term is defined in Section 30-32 of the Village LDR's or Florida Statutes Section 308.04(3)(c)?

6.) If the applicant's structure is not determined to be a nonconforming duplex, can a nonconforming single family home with 2 kitchens be remodeled or repaired without removing one of the 2 kitchens?

Thank you,

Mark H. Gregg
October 22, 2025

2025

PROPERTY RECORD CARD

Disclaimer

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.

By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID	00411890-000000
Account#	1506133
Property ID	1506133
Millage Group	50VI
Location Address	86751 OLD Hwy, PLANTATION KEY
Legal Description	PLANTATION RIDGE PB3-43 PLANTATION KEY LOT 2 LESS SOUTH 50 FT SQR 2 OR12-132 OR158-608 OR587-317 OR620-207 OR750-515E OR750-513 OR1094-1134 OR1619-1959/61 OR2744-1081/83 OR2752-1063/65C (Note: Not to be used on legal documents.)
Neighborhood	1551
Property Class	SINGLE FAMILY RESID (0100)
Subdivision	PLANTATION RIDGE
Sec/Twp/Rng	13/63/37
Affordable Housing	No

Owner

GREGG MARK H
189 E Ridge Rd
Islamorada FL 33036

Valuation

	2025 Certified Values	2024 Certified Values	2023 Certified Values	2022 Certified Values
+ Market Improvement Value	$237,425	$235,934	$221,354	$218,858
+ Market Misc Value	$4,224	$2,867	$2,935	$3,003
+ Market Land Value	$443,380	$371,867	$350,413	$346,838
= Just Market Value	**$685,029**	**$610,668**	**$574,702**	**$568,699**
= Total Assessed Value	**$455,997**	**$414,543**	**$376,857**	**$342,597**
- School Exempt Value	$0	$0	$0	$0
= School Taxable Value	**$685,029**	**$610,668**	**$574,702**	**$568,699**

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2024	$371,867	$235,934	$2,867	$610,668	$414,543	$0	$610,668	$0
2023	$350,413	$221,354	$2,935	$574,702	$376,857	$0	$574,702	$0
2022	$346,838	$218,858	$3,003	$568,699	$342,597	$0	$568,699	$0
2021	$168,055	$191,473	$3,071	$362,599	$311,452	$0	$362,599	$0
2020	$168,055	$191,473	$3,139	$362,667	$283,138	$0	$362,667	$0
2019	$157,328	$165,944	$3,207	$326,479	$257,398	$0	$326,479	$0
2018	$112,633	$140,194	$2,118	$254,945	$233,998	$0	$254,945	$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
RESIDENTIAL DRY (010D)	6,943.00	Square Foot	0	0

Buildings

Building ID	22281
Style	GROUND LEVEL
Building Type	S.F.R. - R1 / R1
Building Name	
Gross Sq Ft	2380
Finished Sq Ft	1804
Stories	1 Floor
Condition	AVERAGE
Perimeter	198
Functional Obs	0
Economic Obs	0
Depreciation %	36
Interior Walls	DRYWALL

Exterior Walls	C.B.S.
Year Built	1957
EffectiveYearBuilt	1992
Foundation	CONCRETE SLAB
Roof Type	GABLE/HIP
Roof Coverage	ASPHALT SHINGL
Flooring Type	TERRAZZO
Heating Type	FCD/AIR DUCTED with 0% NONE
Bedrooms	3
Full Bathrooms	1
Half Bathrooms	0
Grade	500
Number of Fire Pl	1

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	1,804	1,804	258
GBF	GAR FIN BLOCK	480	0	88
OPF	OP PRCH FIN LL	96	0	64
TOTAL		**2,380**	**1,804**	**410**

Yard Items

Description	Year Built	Roll Year	Size	Quantity	Units	Grade
CONC PATIO	1962	1963	3 x 9	1	27 SF	2
CONC PATIO	1966	1967	4 x 25	1	100 SF	1
FENCES	1966	1967	3 x 43	1	129 SF	2
WALL AIR COND	1982	1983	0 x 0	1	2 UT	1
WALL AIR COND	2000	2000	0 x 0	1	1 UT	2
FENCES	1998	1999	6 x 77	1	462 SF	2

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
5/26/2015	$10,000	Warranty Deed		2752	1063	11 - Unqualified	Improved		
5/26/2015	$365,000	Warranty Deed		2744	1081	37 - Unqualified	Improved		
2/4/2000	$82,100	Quit Claim Deed		1619	1959	J - Unqualified	Improved		
2/1/1975	$48,000	Conversion Code		750	513	Q - Qualified	Improved		

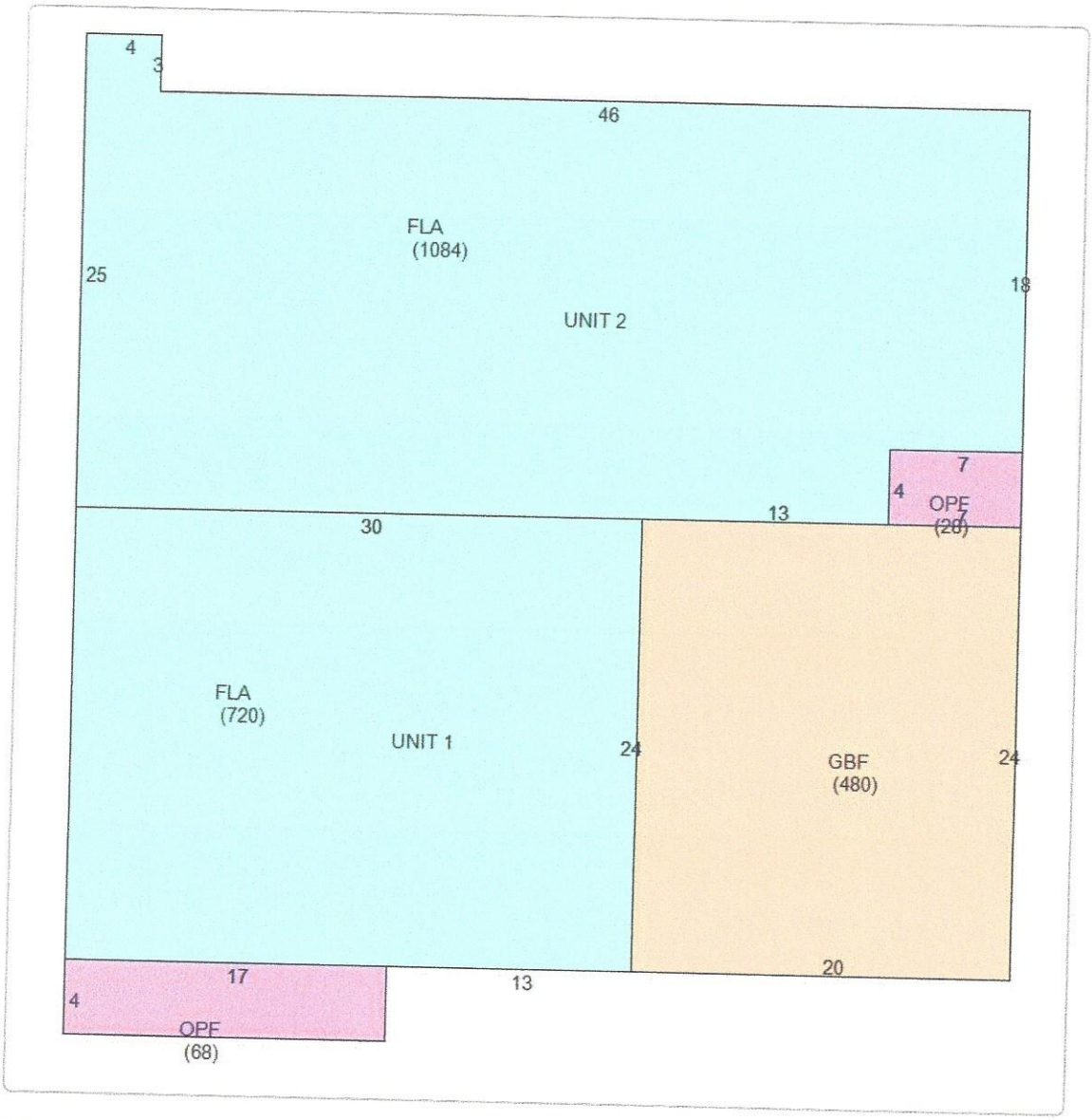
Permits

Number	Date Issued	Status	Amount	Permit Type	Notes
PRPLB201800509	11/21/2018	Completed	$2,500	Residential	REPIPE CAST IRON THROUGH GARAGE
PRBLD201701769	11/03/2017	Completed	$2,200	Residential	FENCE - 72 LF X 6' HIGH

View Tax Info

View Taxes for this Parcel

Sketches (click to enlarge)


4
3
46
FLA
(1084)
25
UNIT 2
18
7
4
OPE
(28)
13
30
FLA
(720)
UNIT 1
24
GBF
(480)
24
20
17
4
OPE
(68)
13

Photos

1506133-20150615

Map

TRIM Notice

2025 TRIM Notice (PDF)

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the

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Contact Us

Developed by SCHNEIDER GEOSPATIAL

2017 Property Record Card

qPublic.net™ Monroe County, FL

Summary

Parcel ID	00411890-000000
Account #	1506133
Property ID	1506133
Millage Group	50VI
Location Address	86751 OLD HWY , PLANTATION KEY
Legal Description	PLANTATION RIDGE PB3-43 PLANTATION KEY LOT 2 LESS SOUTH 50 FT SQR 2 OR12-132 OR158-608 OR587-317 OR620-207 OR750-515E OR750-513 OR1094-1134 OR1619-1959/61 OR2744-1081/83 OR2752-1063/65C (Note: Not to be used on legal documents)
Neighborhood	1551
Property Class	MULTI FAMILY LESS THAN 10 UNITS (0800)
Subdivision	PLANTATION RIDGE
Sec/Twp/Rng	13/63/37
Affordable Housing	No

Owner

GREGG MARK H
189 E RIDGE RD
ISLAMORADA FL 33036

Valuation

		2017	2016	2015	2014
+	Market Improvement Value	$148,034	$112,211	$132,361	$125,227
+	Market Misc Value	$2,118	$2,179	$1,966	$1,836
+	Market Land Value	$62,574	$113,147	$113,147	$104,167
=	Just Market Value	$212,726	$227,537	$247,474	$231,230
=	Total Assessed Value	$212,726	$227,537	$210,581	$191,438
-	School Exempt Value	$0	$0	$0	$0
=	School Taxable Value	$212,726	$227,537	$247,474	$231,230

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
MULTI RES DRY (080D)	6,943.00	Square Foot	0	0

Buildings

Building ID	22281
Style	GROUND LEVEL
Building Type	M.F. - R2 / R2
Gross Sq Ft	2380
Finished Sq Ft	1804
Stories	1 Floor
Condition	POOR
Perimeter	198
Functional Obs	0
Economic Obs	0
Depreciation %	51
Interior Walls	DRYWALL

Exterior Walls	C.B.S.
Year Built	1957
EffectiveYearBuilt	1965
Foundation	CONCRETE SLAB
Roof Type	GABLE/HIP
Roof Coverage	ASPHALT SHINGL
Flooring Type	TERRAZZO
Heating Type	NONE with 0% NONE
Bedrooms	3
Full Bathrooms	1
Half Bathrooms	1
Grade	500
Number of Fire Pl	1

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	1,804	1,804	258
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Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
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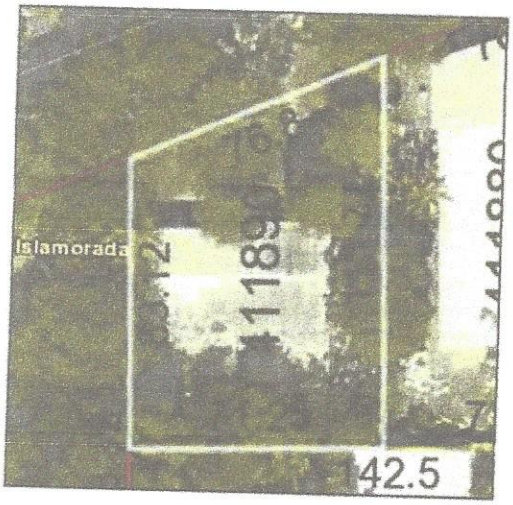
2/4/2000	$82,100	Quit Claim Deed		1619	1959	J - Unqualified	Improved
2/1/1975	$48,000	Conversion Code		750	513	Q - Qualified	Improved

Sketches (click to enlarge)

Photos

Map



No data available for the following modules: Commercial Buildings, Mobile Home Buildings, Exemptions, Permits.

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Schneider

Developed by
The Schneider Corporation

PARCEL/NAME: 00411890-000000 COTTON WM F SR & LOIS G **F 10**

O A S I S - MONROE COUNTY

P R O P E R T Y R E C O R D C A R D

10/22/92

COTTON WM F SR & LOIS G
TRUSTEES (WM F & LOIS G COTTON
REV TRUST) 30 BAMBOO TERR
KEY WEST FL 33040

PARCEL 00411890-000000 13 63 37
ALTERNATE KEY 1506133 MILL GROUP 500P
5720

LAND DATA 01

LINE	USE	FRONT	DEPTH	ZONE	NOTES	NBR.UNITS	TYP	RATE	DEPTH%	LOC%	SHP%	PHY%	JUS VAL
01	100H	0	0			6922.00	SF	2.25	100	100	100	100	15575

NEIGHBORHOOD 1579 PLANTATION RIDGE PB 3-43
1.000

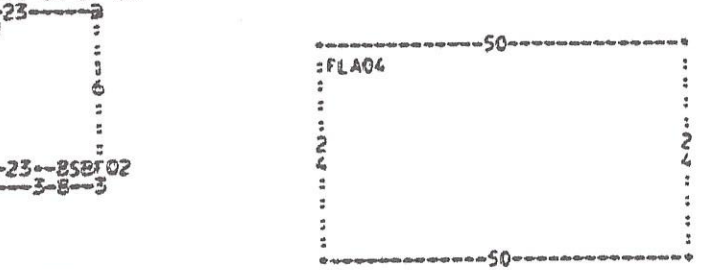
TOTAL LAND CLASSIFIED 0
TOTAL LAND JUST VALUE 15,575

LEGAL DESCRIPTION

PLANTATION RIDGE PB3-43 PLANTATION KEY
LOT 2 LESS SOUTH 50 FT SOR 2 OR587-317 OR620-207 OR750-515E
OR750-513 OR1094-1134(JB)

BUILDING SKETCH

BUILDING 01 OF 01



BUILDING 01 OF 01

FLA01=L23D16R23U16.D0016SBF02=L8D3RBU3.L
0D08000D30UF05=U3L15D3R15.R90U10U5FLA04=
L50D24R50U24.

BUILDING CHARACTERISTICS

BUILDING 01 OF 01
EFF. AGE GROUP 2 TWO
CONDITION A CAP
QUALITY GRADE 350 GRADE 7
IMPROVE. TYPE 81 S.F.R.

APPRAISED BY 013 ERVIN A. HIGGS ON
NEXT REVIEW 00/00
YEAR BUILT 1957
SPEC.ARC.CODE
PERIMETER 226.0

FUNCTIONAL OBSOLESCENCE 0
LOCATIONAL OBSOLESCENCE 0

SECTION TYPE	ID	EXTERIOR WALL TYPE	NBR STORIES	ROLL YR	ATTIC FINISH	BASEMENT%	FINISHED BASEMENT%	FLOOR AREA
FLA	01	05 C.B.S.	1.0	57	N	0	0	368.0 SF
SBF	02	05 C.B.S.	1.0	57	N	0	0	24.0 SF
OUF	03	05 C.B.S.	1.0	57	N	0	0	45.0 SF
FLA	04	05 C.B.S.	1.0	57	N	0	0	1,200.0 SF

BUILDING REFINEMENTS

BUILDING 01 OF 01
ROOF TYPE 02 GABLE/HIP
ROOF COVER 05 ASPHALT SHING

BEDROOMS 3 FIREPLACES 0 BUILT-IN KITCHEN N
2FIXBATH 1 DISHWASHER N AIR-CONDITIONING N

1992 Property Record CARd Showing 2 buildings

Cotton, William F. Sr. Etux
2911 Fogarty Avenue
Key West, FL 33040

.500

PLANTATION RIDGE PB 3-43
PLANTATION KEY
LOT 2 LESS S.50' SQR 2

P/C01

OR620-207
OR 750-515 E, OR 750-513

00411890

REAL PROPERTY RECORD CARD

MONROE COUNTY, FLORIDA

AK: 1506133

LAND COMPUTATIONS

QUAN.-TYPE-DESC.	SIZE-AREA	UNIT PRICE	D.F.	C.F.	PRICE PER FRONT FOOT	VALUE
Lot 2 Less 50'	76.80x	101.77x	71.	25x	83.12	~~3500~~
						5200
					TOTAL	~~1750~~

$18,000

1-65

PHOTO IMP #2

PHOTO IMP #3

PHOTO IMP #4

VALUATION TOTALS

1966	LAND	~~1750~~
	IMPROVEMENTS	~~11830~~
	TOTAL	~~13580~~
1971	LAND	~~3500~~
	IMPROVEMENTS	~~11830~~
	TOTAL	~~15350~~
1973	LAND	~~5200~~
	IMPROVEMENTS	~~11830~~
	TOTAL	~~17,050~~
1974	LAND	5200
	IMPROVEMENTS	15950
	TOTAL	21,150
19__	LAND	
	IMPROVEMENTS	
	TOTAL	
19__	LAND	
	IMPROVEMENTS	
	TOTAL	
19__	LAND	
	IMPROVEMENTS	
	TOTAL	

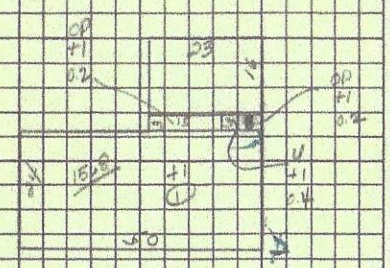
— NOTES —

74/35,000
75/48,000

Photo
Jan 1965

1965 Property Record card
Showing Store and residence

Two units Shown



H/D 75% 4-11-77

CARD /	SCALE 1"=	LAND USE CODE
PLOTTED	FLDWK. BY	DATE
RANDOM	CLASSED BY	DATE

CONSTRUCTION DATA

IMPROVEMENT	1	2	3	4
TYPE OF STRUCTURE	Res. & Store	Conc Patio 19'x27'	RES + STORE	Conc Patio 19'x27
YEAR BUILT	1957		1957	
ROOMS				
Total Rooms				
Eff. Apts.				
___ Rm. Apts.				
___ Rm. Apts.				
No. of Baths			1½	
No. of Rest Rms.				
3 Fixt. R. Rms.				
2 Fixt. R. Rms.				
Total Fixtures				
FOUNDATION				
Continuous Wall	Fig			
Piers				
Piling				
ADJUSTMENTS				
Frame				
Height				
Front & Interior				
Apt. Equiv.				
Partitions				
Special Use				
EXTERIOR WALLS				
Wallboard				
Corr. Metal				
Corr. Asbestos				
Wd. Fr. Stucco				
Wd. Fr. Asbestos				
C.B. Plain				
C.B. Stucco	✓ 33		✓ 33	
Wd. Fr. Siding				
Tile Stucco				
Brick				
Reinf. Conc.				
Panel, Glass, Mtl.				
ROOF TYPE				
Flat, Shed				
Hip, Gable	✓ 8		✓ 8	
Bar Joist				
Wood Truss				
Prestressed				
Steel Truss				
ROOF MATERIAL				
Sht. Mtl. Roll				
T. & G., B.U.	✓ 3		✓ 3	
Shing., Wd., Etc.				
Shing., Asbestos				
Tile, Cement				
Tile, Clay				
Bermuda				
Slate				
Gypsum				

IMPROVEMENT	1	2	3	4
INTERIOR FINISH				
Unfinished				
Wd. or Ceil. Bds.				
Wallboard				
Plaster, No Furring	✓ 28		✓ 24	
Plaster, Furring				
Drywall				
Wood Panel				
FLOORS				
None				
Single Pine				
Concrete	✓ 6		✓ 6	
Conc., Asph. Tile				
Conc., Terrazzo				
Double Pine				
Double Hardwood				
Precast Conc.				
Parquet				
Conc. Q. Tile				
Conc. Cer. Tile				
Marble				
PLUMBING				
None				
Poor				
Good, Plain EF	✓			
Good, Tile	✓ 11		✓ 11	
HEATING				
None				
Unit Heat				
Cntrl. Heating				
Cntrl. Cooling				
Cntrl. Cool & Heat				
ELECTRICITY				
None				
Poor				
Average	✓ 3		✓ 3	
Good				
CLASS & SCALE	H/D		H/D	
CONST. UNITS	92		88	
CLASS UNITS	0		0	
TOTAL UNITS	92		88	
BASE RATE	10.75		14.58	
ADJ. RATE	98	.60	12.83	.85
AREA	1584	513	1584	513
E.F. 1-2 Fix	350		550	
E.F.				
REP. COST NEW	15,472	308.	20,873	436
CONDITION	75	75	.75	.70
DEP. REP. VALUE	11,600.	230.	15,655	305

DEPRECIATION ADJUSTMENT TE TE

NO.	PHY.	ADJUSTMENT	%	COND.
1				
2				
3				
4				

ISLAMORADA, VILLAGE OF ISLANDS
PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
86800 Overseas Highway • Islamorada, Florida 33036 • 305-664-6400 •
www.islamorada.fl.us

April 30, 2026

GREGG MARK H
189 E RIDGE RD
ISLAMORADA, FL 33036

Subject: Pre-Application (File No. PLPRE20250147

Dear GREGG MARK H
Thank you for your Application for a Pre-Application Conference ("Application"). The following is the Planning and Development Services Department's ("Staff") analysis of your questions and a summary of the meeting held on March 19, 2026. The purpose of the Pre-Application Conference is to familiarize the applicant with the applicable provisions of Chapter 30, *Land Development Regulations (LDRs)*, of the Code of Ordinances ("Code") of Islamorada, Village of Islands, Florida (the "Village"), the processes required to permit the proposed development indicated by your application.

The property is located at 86751 OLD HWY, Plantation Key, FL with the Real Estate Number 00411890-000000(the "Property). The Property is categorized within the Future Land Use Map (FLUM) as Residential Medium (RM) and is within the Residential Single Family (R-1) Zoning District.

The following were the questions presented by the applicant:
Applicant is seeking a dwelling unit determination for a 1957 duplex based on new evidence submitted.

After reviewing your application and considering the information provided during our meeting on March 19, 2026, staff have determined that no new evidence has been submitted that would warrant reconsideration of Resolution No. 17-01-02. Therefore, the prior determination remains in effect, and the property located at 86751 Old Highway is not recognized as a duplex.

This pre-application letter is based solely upon the information provided by the applicant and is only intended to familiarize the applicant with the provisions of the land development regulations currently in effect that may be applicable to the development project proposed by the applicant. The information provided herein is subject to change based upon the adoption of new policies or regulations, the repeal of existing policies or regulations, submission of additional information, or a determination that incomplete/inaccurate information or misstatements of fact were provided by the applicant. This letter is not a development approval, order or permit, and nothing contained herein shall be construed or interpreted as conveying, conferring, granting or denying any building, development or vested rights. This is not an administrative decision or interpretation regarding the provisions of the comprehensive plan or land development regulations. A final decision or interpretation of the applicable policies and regulations cannot be made until the applicant submits a complete development application for review.

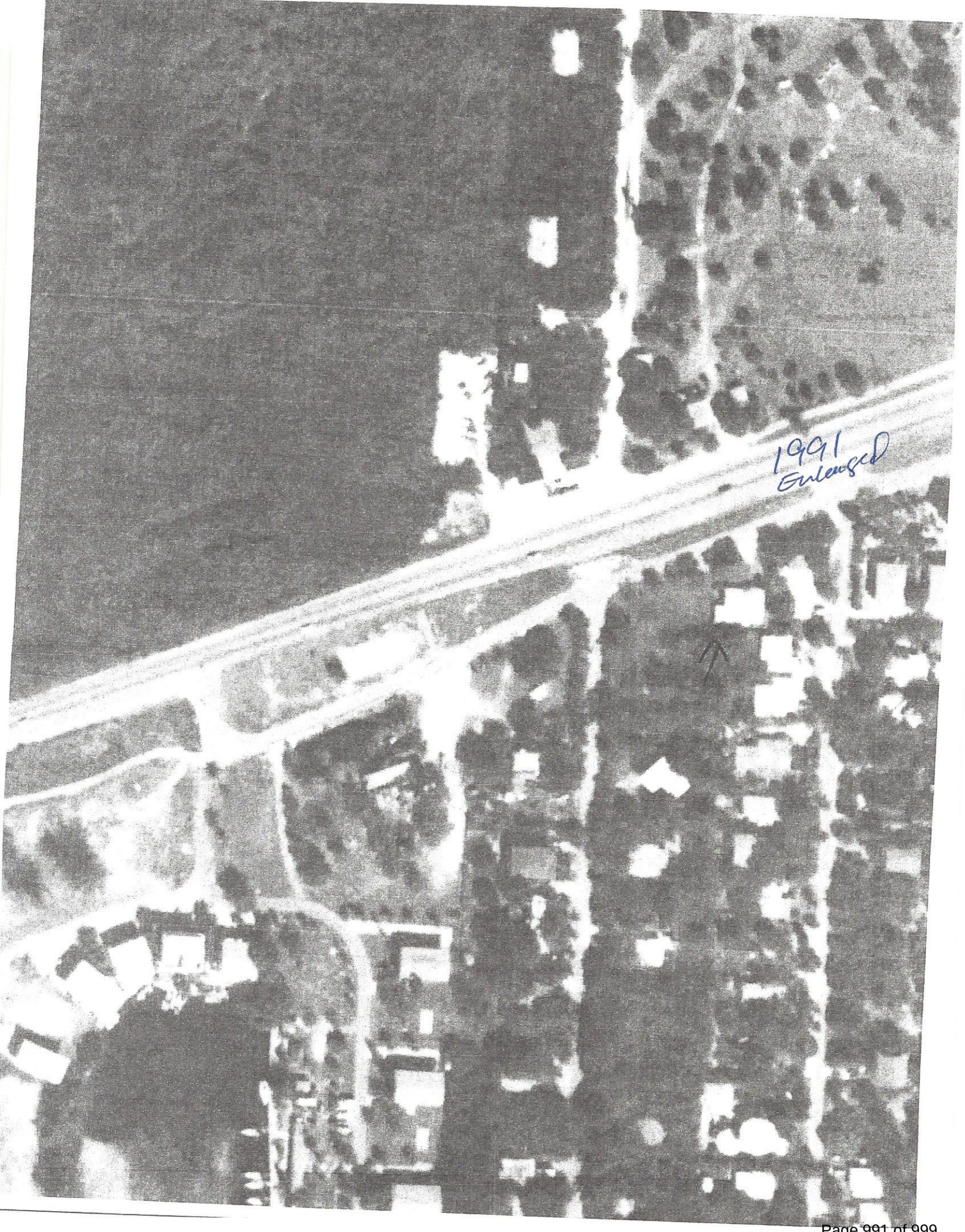
Pursuant to Section 30-281(a) of the Code of Ordinances: Any person aggrieved by an administrative decision or interpretation of the director of planning and development services, the building official or other village administrative official regarding the provisions of this chapter may appeal such decision or interpretation. The appeal shall be initiated within 30 days of the date of receipt by the aggrieved person of mailed, or posted, or published notice of the administrative decision or interpretation by filing an appeal with the director in a form specified by the planning and development services department for reviewing the application, and shall be accompanied by an application fee that is established by the village council from time to time to defray the actual cost of processing the appeal. Failure to file an appeal within the timeframe specified, and exhaust all administrative remedies provided for in this chapter, shall constitute a waiver of all rights to appeal any interpretation or determination made by the village.

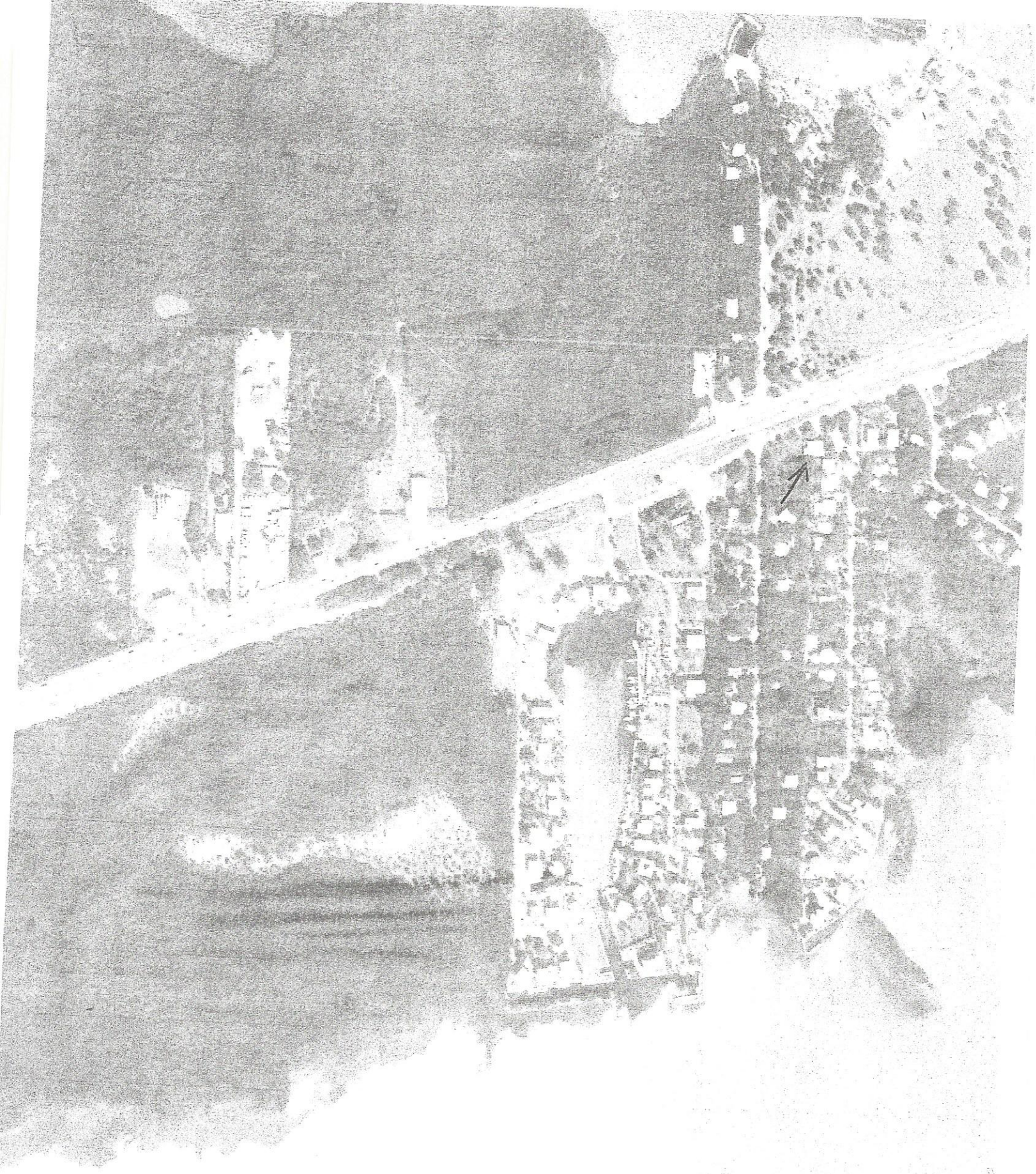
If you require additional information, please feel free to contact me.

Sincerely,

Jennifer DeBoisbriand

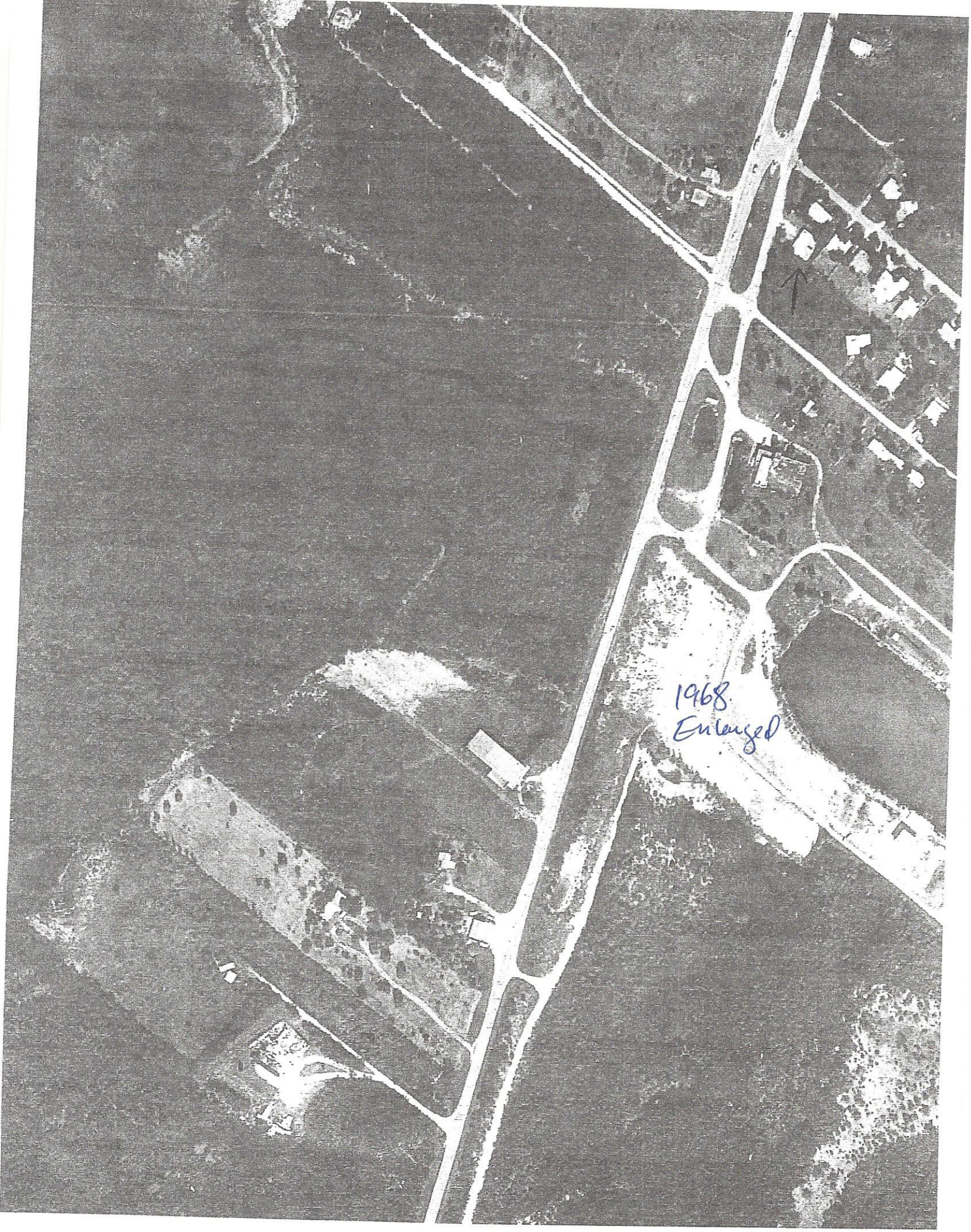
Jennifer DeBoisbriand
Planning Director
86800 Overseas Highway, Islamorada, FL 33036
3056646440
jennifer.deboisbriand@islamorada.fl.us

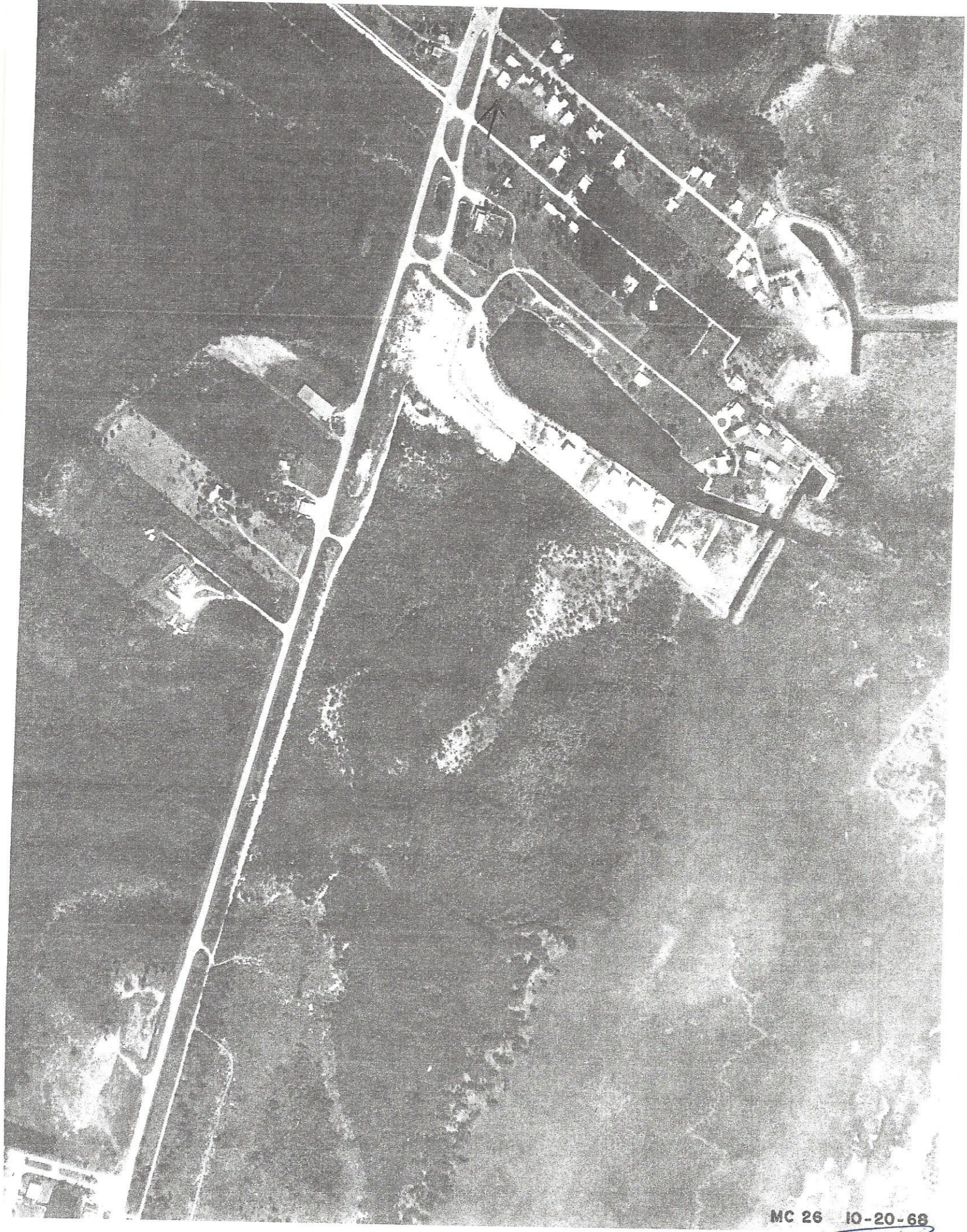

1991
Enlarged



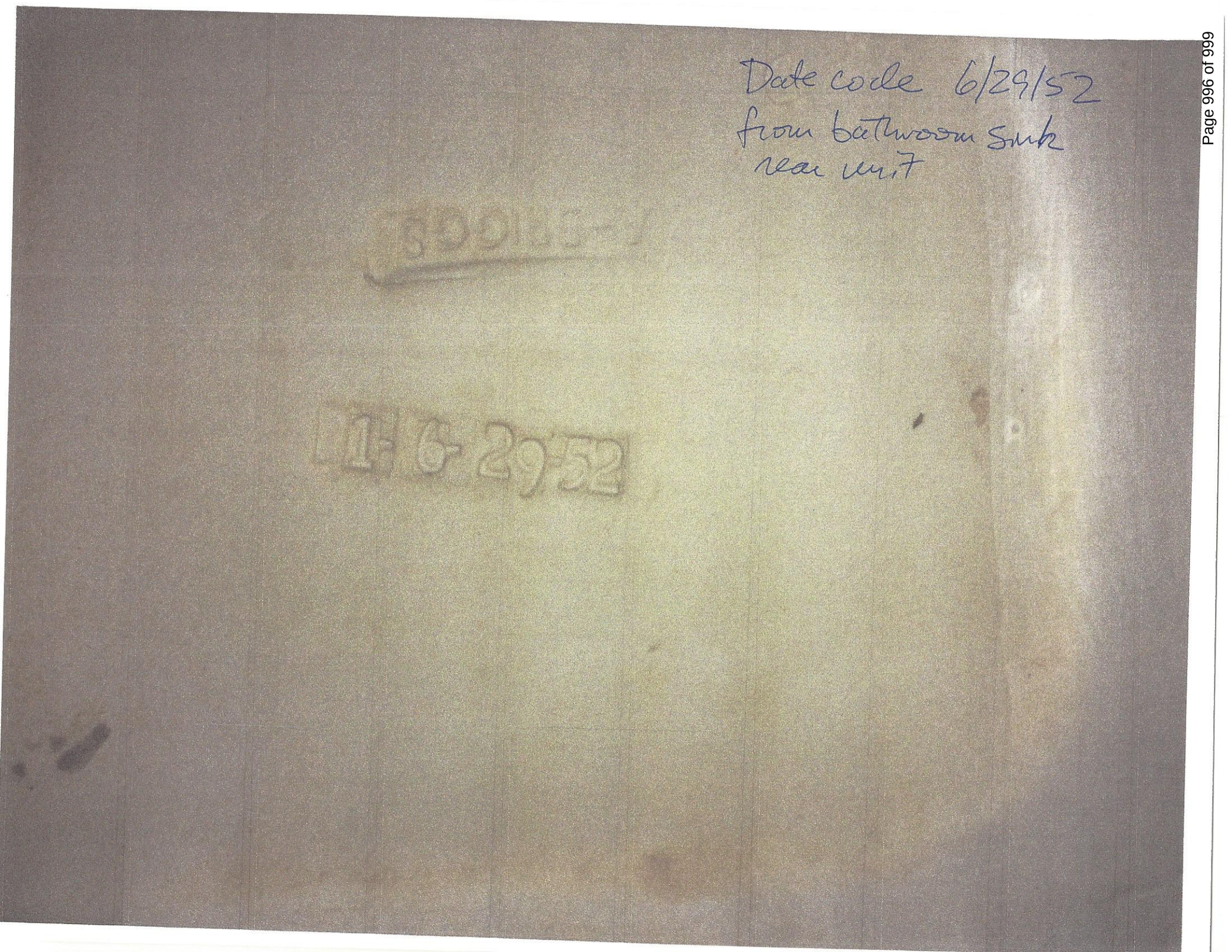
TMENT OF TRANSPORTATION		MONROE COUNTY FLORIDA	SCALE	1" = 200'	SECTION	TWP.	RANGE
			PHOTO DATE	FEB. 1991	13	63 S	37 E
			PHOTO JOB NO.	PD-3887			

1991


1968
Enlarged

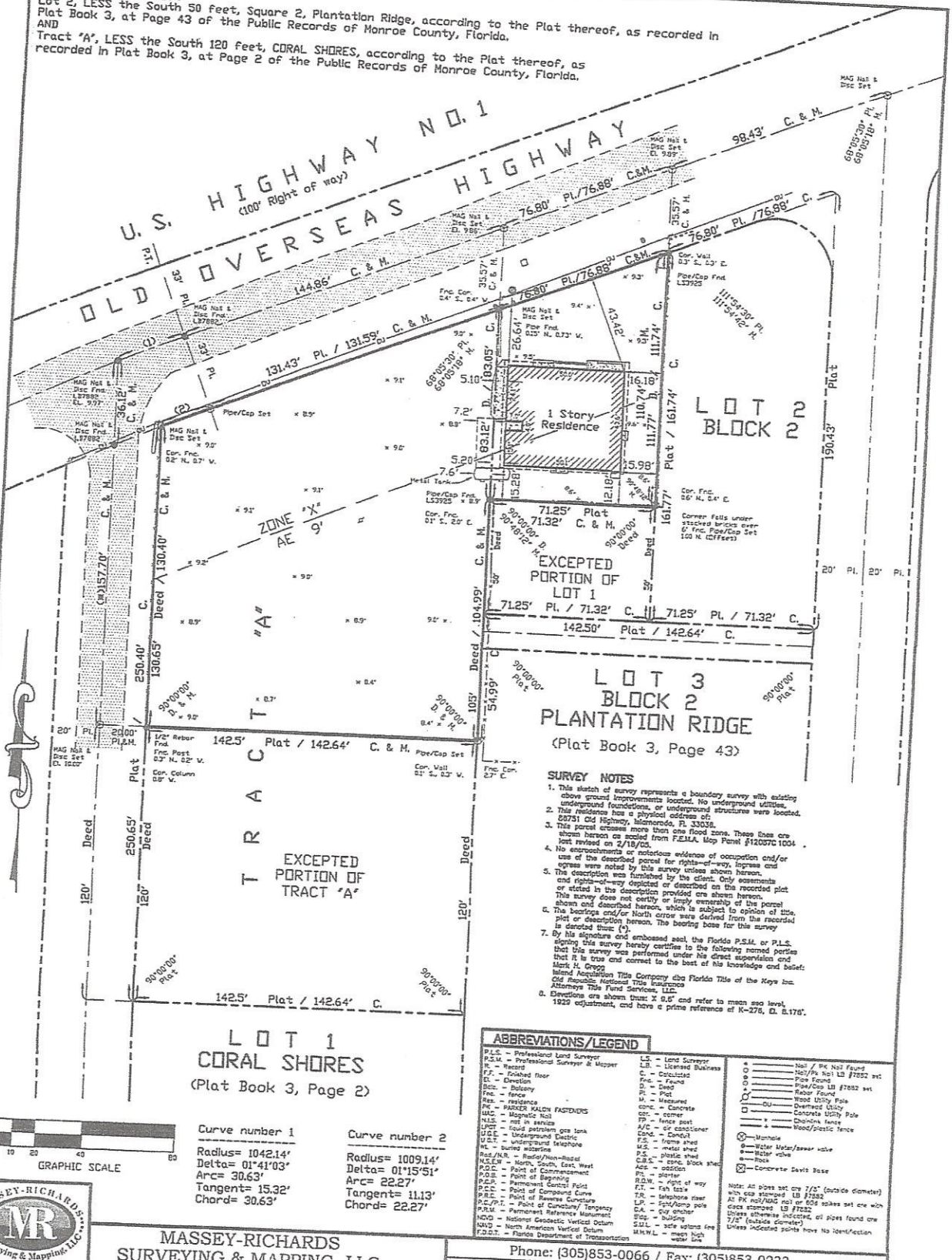

MC 26 10-20-68

Date code from
Toilet tank 1/8/58
Front unit bathroom
C1 8 58


Date code 6/29/52
from bathroom sink
rear unit
6 29 52

DESCRIPTION:

Lot 2, LESS the South 50 feet, Square 2, Plantation Ridge, according to the Plat thereof, as recorded in Plat Book 3, at Page 43 of the Public Records of Monroe County, Florida.
AND
Tract "A", LESS the South 120 feet, CORAL SHORES, according to the Plat thereof, as recorded in Plat Book 3, at Page 2 of the Public Records of Monroe County, Florida.



SURVEY NOTES

1. This sketch of survey represents a boundary survey with existing above ground improvements located. No underground utilities, underground foundations, or underground structures were located.
2. This residence has a physical address of: 28751 Old Highway, Islamorada, Fl. 33036.
3. This parcel crosses more than one flood zone. These lines are shown hereon as scaled from F.E.M.A. Map Panel #12087C 1004 , last revised on 2/18/05.
4. No encroachments or notorious evidence of occupation and/or use of the described parcel for rights-of-way, ingress and egress were noted by this survey unless shown hereon.
5. This description was furnished by the client. Only easements and rights-of-way depicted or described on the recorded plat or stated in the description provided are shown hereon. This survey does not certify or imply ownership of the parcel shown and described hereon, which is subject to opinion of title.
6. The bearings and/or North arrow were derived from the recorded plat or description hereon. The bearing base for this survey is denoted thus: (•).
7. By his signature and embossed seal, the Florida P.S.M. or P.L.S. signing this survey hereby certifies to the following named parties that this survey was performed under his direct supervision and that it is true and correct to the best of his knowledge and belief:
   Mark H. Gregg
   Island Acquisition Title Company dba Florida Title of the Keys Inc.
   Old Republic National Title Insurance
   Attorneys Title Fund Services, LLC.
8. Elevations are shown thus: x 9.6' and refer to mean sea level, 1929 adjustment, and have a prime reference of K-276, El. 8.176'.

ABBREVIATIONS/LEGEND

P.L.S. – Professional Land Surveyor
P.S.M. – Professional Surveyor & Mapper
R. – Record
F.F. – Finished floor
El. – Elevation
Balc. – Balcony
Fnc. – fence
Res. – residence
PK – PARKER KALON FASTENERS
MAG – Magnetic Nail
N.I.S. – not in service
L.P.G. – liquid petroleum gas tank
U.G.E. – Underground Electric
U.G.T. – underground telephone
W. – buried waterline
Rad./N.R. – Radial/Non-Radial
N.S.E.W. – North, South, East, West
P.O.C. – Point of Commencement
P.O.B. – Point of Beginning
P.C.P. – Permanent Control Point
P.C.C. – Point of Compound Curve
P.R.C. – Point of Reverse Curvature
P.C./P.T. – Point of Curvature/ Tangency
P.R.M. – Permanent Reference Monument
NGVD – National Geodectic Vertical Datum
NAVD – North American Vertical Datum
F.D.O.T. – Florida Department of Transportation
L.S. – Land Surveyor
L.B. – Licensed Business
C. – Calculated
Fnd. – Found
D. – Deed
Pl. – Plat
M. – Measured
conc. – Concrete
cor. – corner
FP – fence post
A/C – air conditioner
Cond. – Conduit
F.S. – frame shed
M.S. – metal shed
P.S. – plastic shed
C.B.S. – conc. block shed
Add. – addition
Pl. – planter
R.O.W. – right of way
F.T. – fan taste
T.P. – telephone riser
L.P. – Spot/lamp pole
G.A. – guy anchor
Bldg. – building
S.U.L. – sole upland line
M.H.W.L. – mean high water line

Nail / PK Nail Found
Nail/Pk Nail LB #7882 set
Pipe Found
Pipe/Cap LB #7882 set
Rebar Found
Wood Utility Pole
Overhead Utility
Concrete Utility Pole
Chainlink fence
Wood/plastic fence
Manhole
Water Meter/sewer valve
Water valve
Rock
Concrete Davis Base

Note: All pipes set are 7/8" (outside diameter) with cap stamped LB #7882
All PK nail/MAG nail or 60d spikes set are with discs stamped LB #7882
Unless otherwise indicated, all pipes found are 1/2" (outside diameter)
Unless indicated points have No identification

MASSEY-RICHARDS SURVEYING & MAPPING, LLC
Phone: (305)853-0066 / Fax: (305)853-0233
88888 Overseas Highway / P.O. Box 619, Tavernier, Fl. 33070
Florida Certificate of Authorization No. LB 7882

Client: Gregg

Section 13, Township 63 South, Range 37 East

Plantation Key Monroe County, Florida

Surveyed: 5-27,28-15 Fieldbook No. L-159

Drawing No. 12694 Drawn By:DSM Scale: 1" = 40'

I hereby certify that the survey hereon was performed under my direct supervision and is true and correct to the best of my knowledge and belief. This survey meets the requirements of Ch. 5J-17 of the Florida Administrative Code, Minimum Technical Standards for Florida Surveyors and Mappers, pursuant to Ch. 472.027, F.S.

David S. Massey, P.S.M. # 5125

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

ACTIONS AND POLICIES STATUS REPORT
OPEN ITEMS
AS OF AUGUST 20, 2026 REGULAR VILLAGE COUNCIL MEETING

No.	Council Requested Item	Council Meeting Date	Responsible Department	Action Steps/Status	Date Closed
26-02	Comprehensive Plan Update	2024	Planning Director	Update of Comprehesive Plan. The public comment period was extended through July 13, 2026. All comments have been forwarded to ABle City. Planning Director has a meeting with ABle City on 8/13 to discuss next steps and schedule.	
26-04	Wastewater Rate Study	12/9/2025	Wastewater	Resolution was passed on 12/09/2025 to begin working on Wastewater rate study with Raftelis. Requested information by Raftelis has been provided and work continues on the rate study. The first review of CIP was conducted with Raftelis on 1/19/26 with updates to expected cost and grant revenues. Raftelis will present report at the August 20 meeting.	
26-08	Village-Owned Properties Workshop	2025	Village Manager	Not currently scheduled. Village Manager discussed village-owned properties at the June 9 Council Meeting. There was consensus to move forward with posting a "For Sale by Owner" sign at the church.	
26-10	PYH Marina Improvements	3/12/26	Village Manager	Cummins Cederberg's proposal for the conceptual designing of the boat ramp was approved at the May 12 RVCM meeting. The project agreement with Cummins was executed on May 29th and a Notice to Proceed (NTP) was given that day and work started immediately. A kickoff meeting with Cummins was held on June 18. The first stakeholder meeting was conducted on July 21 and the second is being planned for late August or early September. Cummins has provided the Village with 3 refined conceptual plans for new parking at the marina. The project is expected to be completed by the end of September.	
26-11	Parking App	2025	Village Manager	Village officials met with two companies to determine the feasibility of implementing a parking app.	
26-14	FDEP Consent Order Compliance	2025	Public Works	Compliance calendar is attached. **NEED UPDATED COMPLIANCE CALENDAR FROM AJ**	
Completed Items					
26-01	Create Charter Review Committee	12/9/2025	Village Manager Village Clerk	The Committee held its final meeting on April 15. The second reading of the four proposed charter amendments will be heard at the July 9 Council Meeting. Ballot Proposals must be submitted to the SOE by July 24 for inclusion on the November ballot. On July 7, Council approved November ballot questions for 3-year staggered terms, supermajority for land purchases, and filling Council vacancies. Spanish translations were completed and the SOE acknowledged receipt of the proposals on July 10.	7/10/2026
26-07	Rideshare RFP	2025	Village Manager	Freebee has been selected as the vendor to continue the rideshare services. This has been approved by the Village Council. A task force met on June 24 to review the contract. The finalized contract was provided to Council on July 1. On July 9, Council directed staff to implement a $2 rider fare, effective July 20.	7/9/2026
26-05	Baseball License Agreement	2025	Village Manager	The School Board met in June and approved a modified version of the proposed license agreement. On July 9, Council directed staff to request that Council attend the School Board's July 21 workshop to work toward a consensus for finalizing the agreement. The license agreement was approved on July 27 and approved by the School Board on July 28.	7/29/2026